

REQUEST FOR PROPOSAL

Supreme Court of Alabama
300 Dexter Avenue
Montgomery, AL 36104

Alabama Appellate Court Case Management
System
RFP#SCA-RFP-2020-01



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SECTION 1. INTRODUCTION

The Supreme Court of Alabama ("SCA") announces this Request for Proposal ("RFP") to all eligible and interested parties for the opportunity to submit a proposal to provide professional services to develop a case-management software solution for the Alabama Appellate Court System ("AACS"). It is the intention of the SCA to have functioning automation of the new Case Management Solution ("CMS") within twelve (12) months of execution of a Contract resulting from the RFP process.

1.1 Purpose of RFP

The purpose of this RFP is to secure a Contract with a qualified Vendor to provide professional services to design, develop, automate, deliver, install, and implement a case-management solution (i) that meets or exceeds the functionality and performance of the existing in-house case-management system used by the AACS; (ii) that provides efficient daily operation and workflow; and (iii) that is capable of interfacing with existing third-party software used by the AACS, the Alabama Administrative Office of Courts ("AOC"), and other court entities. In providing the CMS, the Selected Vendor must develop training materials and provide knowledge transfer to the AACS such that the use, support, and maintenance of the CMS can be managed by the AACS.

The SCA seeks to purchase, implement and maintain a configurable CMS for the AACS to supersede its existing system. Currently, the AACS Information Technology Services ("ITS") division maintains case-management systems that serve the SCA, the Court of Civil Appeals, the Court of Criminal Appeals, the Reporter of Decisions, and the Appellate Mediation Office.

The primary location of functionality and installation of the CMS will be in the Heflin-Torbert Judicial Building in Montgomery, Alabama, although remote-access availability of the CMS for designated AACS users is strictly required.

1.2 RFP Responses

Vendors interested in obtaining such a Contract shall respond to this RFP in accordance with the instructions and provisions set forth herein. **In order to be evaluated, proposals to this RFP must be received at the SCA, 300 Dexter Avenue, Montgomery, AL 36014, no later than 4:00 p.m. Central Time ("CT") on 29 July 2020.**

1.2.1 General Information

At the beginning of their responses, Vendors must provide the following general information:

- a. Vendor's name (full legal name);
- b. Vendor's address (principal place of business);
- c. Name of Vendor's contact person;
- d. Telephone number for Vendor's contact person; and
- e. E-mail address for Vendor's contact person.

1.2.2 Format and Content

Vendors should provide their responses in the following formats:

- a. One (1) original hard copy of the response by mail to the Issuing Officer at the address stated in Section 1.4.
- b. One electronic copy of the response on Windows-readable compact disc in PDF format by mail to the Issuing Officer at the address stated in Section 1.4. (The disc should be included in the proposal envelope with the original and hard-copy responses required in subsection (a) above).
- c. One electronic copy of the response in PDF format via e-mail to the Issuing Officer at the e-mail address stated in Section 1.4.
- d. A "Cost Proposal" (see Attachment I and Section 4.9) must be submitted separately in a sealed envelope and not included with the response to the rest of the RFP. The Vendor's name must be clearly identified on the envelope and on the Cost Proposal Templates.

The Vendor's response to the RFP must include its proposal for complying with the following sections:

- Vendor Financial Information (see section 2.5)
- Relevant Experience (see section 4.1)
- Minimum Functionalities (see Section 4.3 and Section 8)
 - Vendors must provide a narrative response to subsections 4.3.1 through 4.3.18 to describe how their proposed solution will generally addresses the desired functionality. Should the Vendors desire to address the sub-sections out of the order given in the RFP, the response must contain reference to the appropriate

sub-sections.

- Vendors must address each of the items contained in Appendix 8, Functionality Response Matrix ("FRM").
- Implementation and Training (see Section 4.4)
- Hosting Environment (see Section 4.5)
- Technical Support (see Section 4.6)
- Project Plan (see Section 4.7)
- Management of Work (see Section 4.8)
- Value-Added Features (see Section 4.10)
- Service Level Agreement (see Section 4.11)
- Warranty (see Section 4.12)
- Performance Guaranty (see Section 4.13)
- Licensing, Ownership and Maintenance (see Section 4.14)
- Compliance (see Section 6.13)

The response to each section must be clearly identified using the above headings.

As described above, the Cost Proposal must be addressed in a separate document.

This does not include any "REDACTED COPY" Vendor may choose to submit. See Section 2.14.

Each hard copy of the proposal should be bound and contained in a single volume where practicable. All documentation submitted with the proposal should be contained in that single volume. The SCA will not accept oral or faxed proposals or proposals submitted only electronically. Vendors shall make no other distribution of the proposals.

The time of receipt shall be the time the proposal is received in the Issuing Officer's office. Vendors have the sole responsibility for assuring that proposals are received in the Issuing Officer's office by the closing date and time.

Whether proposals are mailed, hand delivered, or delivered by express mail, they must be delivered to the Issuing Officer's office at the address shown in Section 1.4 below. Hand-delivered proposals must be delivered in ample time to allow for security check-in at the front desk of the Heflin-Tolbert Judicial Building and delivery to the Issuing Officer's office before the closing date and time for receipt of proposals.

1.2.3 Identification of Proposal Envelope

Envelopes/boxes containing proposals shall be sealed and marked in the lower left-hand corner with the solicitation number, "SCA-RFP-No. 2020-01," and the due date of the proposal. A sample of a mailing label for identifying the package as a sealed proposal has been provided as Attachment A. For proposals sent by a courier such as USPS, FedEx, or UPS, the sealed envelope should be placed inside

the courier's envelope, the courier's envelope should be marked with the same information as the sealed envelope, and the courier's envelope should be addressed as directed in this Section.

No other correspondence or other proposals shall be placed in the envelope.

If an envelope containing a proposal is prematurely opened as a result of the Vendor's failure to comply with this Section, the proposal may or may not be considered by the SCA, in the SCA's sole judgment. The SCA assumes no responsibility for the premature opening of any envelope not properly identified.

1.2.4 State's Vendor Registry

All Vendors must be registered with the Alabama Department of Finance, Division of Purchasing, in order to enter into any Contract with the SCA. The RFP is being posted on the SCA's Web site and the Web site of the Alabama Department of Finance, State Comptroller's Office. If not currently registered with the Alabama Department of Finance, Vendors may register at the following Web address: <https://procurement.staars.alabama.gov>. In any event, registration must be completed before the "Proposals Due/Closing Date and Time" set forth in Section 1.3 of the RFP.

1.3 Deadlines and Schedule of Events

The schedule of events set out herein is the SCA's best estimate of the schedule that will be followed. However, delays in the procurement process may occur that necessitate adjustments to the proposed schedule. If a component of this schedule, such as the closing date, is delayed, then the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date and time of the RFP at the SCA's web address: judicial.alabama.gov. After the closing date, the SCA reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and Contract execution, on an as-needed basis with or without notice.

Description	Date	Time
Issuance of RFP	29 May 2020	N/A
Deadline for Submittal of Intent to Attend the Vendor Meeting and for Questions to be Answered at Vendor Meeting	24 June 2020	4:00 CT

Mandatory Pre-Evaluation Vendor Meeting – Heflin-Torbert Judicial Building	10 July 2020	10:00 CT
Deadline for Submittal of Questions	16 July 2020	4:00 CT
Responses to Written Questions	22 July 2020	4:00 CT
Proposals Due/Closing Date and Time	29 July 2020	4:00 CT
Selection Notification	18 September 2020	4:00 CT
Contract Negotiations	18 September to 21 October 2020	N/A
Review by Legislative Oversight Committee	5 November 2020	N/A
Contract Execution	21 December 2020	N/A
Implementation of Case Management Solution	2 April 2021	N/A

1.4 Issuing Officer

Richard Fiore
Supreme Court of Alabama
300 Dexter Avenue
Montgomery, AL 36104
Email: rfp@alappeals.gov

1.5 Definitions (see additional terminology pertaining to the RFP in Section 9)

AACS – The Alabama Appellate Court System. This includes the Supreme Court of Alabama, the Court of Criminal Appeals, the Court of Civil Appeals, the Appellate Mediation Office, ITS, and the Reporter of Decisions’ Office.

ACIS - Appellate Courts' Online Information Service. A Web-based subscription service where users can electronically file materials and access appellate-court documents.

AOC – The Administrative Office of Courts of the State of Alabama.

Authorized Representative – Any person or entity duly authorized and designated in writing to act for, and on behalf of, a Vendor in negotiating or executing any contract with the SCA.

Business Hours – Monday through Friday, excluding holidays recognized by the State of Alabama, 8:00 a.m. through 5:00 p.m., Central Time.

CMS – The Case Management Solution. The software, any and all Deliverables and professional services related thereto to be provided by Vendor.

Contract – Any written agreement awarded pursuant to the RFP.

Deliverable – All software, documentation, layouts, procedures, and other work product to be provided pursuant to this RFP. The singular or plural form of this term may be used interchangeably.

Final Acceptance – The SCA’s completion of testing of the CMS following statewide deployment to confirm the CMS performs according to the specifications and documentation therefor, and written notice to the Selected Vendor that the CMS is acceptable.

Good Cause – A factually substantial reason that shall be determined by the SCA.

ITS – The Information Technology Services division of the AACS.

NDA – Any Nondisclosure Agreement executed between the SCA and any interested Vendor.

RFP – This Request for Proposal, together with all attachments, amendments, and addenda to it, including any informational packets provided to Vendors pursuant to the Nondisclosure Agreement (Attachment B) during the Mandatory Pre-Evaluation Vendor Meeting.

SCA – The Supreme Court of Alabama.

Selected Vendor – Any qualified legal entity or individual chosen by the SCA to negotiate a Contract for the provision of services described in this RFP.

SJIS or Statewide Judicial Information System – The mainframe VSE database solution, currently used statewide by all circuit courts and district courts within the State of Alabama for trial-court case management and other processes like accounting, purchasing, and human resources.

Subcontractor – Any person, company, or entity contracted by the Selected Vendor to perform the Contract work described in the RFP, regardless of the scope of the work performed. The singular or plural form of this term may be used interchangeably.

UJS – Alabama’s Unified Judicial System.

Vendor – Any legal entity or individual that responds to this RFP. The singular or plural form of this term may be used interchangeably.

SECTION 2. GENERAL INFORMATION AND INSTRUCTIONS TO VENDORS

2.1 Acknowledgment of Understanding of RFP

By submitting a response to the RFP, the Vendor is acknowledging that the Vendor:

- Has read and thoroughly examined the information and instructions in the RFP.
- Has read and understands the requirements of and specifications in the RFP and has familiarized itself with all Federal, state, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work.
- Agrees to comply with the information and instructions contained in the RFP.
- Agrees to be bound by all terms and conditions of the RFP.

Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting Contract, nor will such failure be a basis for claiming additional compensation. If a Vendor suspects an error, omission, or discrepancy in this RFP, or if a Vendor has questions regarding the RFP, then the Vendor must notify the Issuing Officer by submitting a question as provided in Section 2.4. Any exceptions to the specified terms and conditions of the RFP must be clearly set forth within the Vendor's proposal and are subject to the acceptance by the SCA.

The failure or omission of any Vendor to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions of the existing systems, shall in no way relieve the Vendor from any obligations with respect to its proposal or to the resulting Contract.

Vendor responses will remain firm and unaltered for one-hundred-eighty (180) days after the response due date shown or until the Contract is fully executed with any Vendor, whichever is earlier; provided, however, if a Selected Vendor is engaged in Contract negotiations, then the Selected Vendor will be allowed to make written proposal modification(s) only in accordance with a written request by the SCA.

Any changes in a Vendor's proposal or pricing in response to an SCA request are subject to acceptance by the SCA. In the event price changes or proposed service changes in response to an SCA request are not acceptable to the SCA, the Selected Vendor's award may be rescinded. At the option of the SCA, another award may be made from the Vendors that submitted proposals, or the SCA may open the process to negotiation based upon the modified specifications.

2.2 Mandatory Pre-Evaluation Vendor Meeting

The SCA requires that all Vendors attend a pre-evaluation meeting to review the RFP and existing

software systems and to discuss questions related to the RFP. All Vendors must attend the meeting in order to submit a proposal in response to the RFP. This meeting will be held at the Heflin-Tolbert Judicial Building located at 300 Dexter Avenue Montgomery, AL 36104 in accordance with the schedule in Section 1.3. This is a mandatory meeting, and all representatives will have to sign in and execute a nondisclosure agreement in the form of Attachment B. The NDA protects the confidentiality of the information discussed and/or distributed in the form of informational packets or otherwise during the meeting. Failure of a potential Vendor to be represented in person at this meeting shall result in disqualification of the Vendor from participating further in the RFP process. The Vendor must also complete and submit Attachment N, Intent to Attend Pre-Evaluation Vendor Meeting.

2.3 Restrictions on Communicating with Staff

From the issue date of this RFP until the final award is announced (or the RFP is officially cancelled), Vendors are not allowed to communicate for any reason with any AACS staff concerning matters relating to this RFP except (i) through the Issuing Officer named herein or another AACS staff member as designated by the SCA, (ii) during the Mandatory Pre-Evaluation Vendor Meeting, (iii) during a presentation made by any Vendor, or (iv) as provided herein. Prohibited communication includes all methods of contact or interaction, including but not limited to telephonic communications, e-mails, faxes, letters, or personal meetings such as lunch, entertainment, or otherwise. The SCA reserves the right to reject the response of any Vendor violating this provision. The restrictions in this provision shall not apply to communication by any Vendor currently doing business with the SCA regarding the subject matter(s) of that business in the normal course of doing business.

2.4 Submitting Questions

All questions concerning this RFP must be submitted in writing via e-mail to the Issuing Officer identified in Section 1.4 of this RFP. Only written questions will be accepted. All questions must be submitted by the deadlines identified in the Schedule of Events for submitting questions. The SCA may or may not elect, in the SCA's sole judgment, to consider late questions or questions submitted by any other method than as directed by this Section. All questions about this RFP must be submitted in the following format:

Company Name

Question #1 Question: Citation of relevant section of the RFP

Question #2 Question: Citation of relevant section of the RFP.

Vendors shall not use their responses to the RFP to submit questions to the Issuing Officer. Responses to questions submitted by Vendor will be posted on the SCA website (<http://judicial.alabama.gov/>) in accordance with the schedule set forth in Section 1.3. Only written responses of the SCA will be binding upon the SCA or the State of Alabama. Protests based on any questions will be considered waived and invalid if they are not brought to the attention of the Issuing Officer, in writing, by the deadline for written questions as provided in the Schedule of Events.

2.5 Vendor Financial Information

The Vendor must demonstrate that it has the resources necessary to successfully perform under the Contract. These resources include, but are not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the requirements of this RFP, financial resources sufficient to perform the work/services required under the Contract, and experience in similar endeavors.

Vendor must disclose any and all judgments and pending or threatened litigation against it, and other potential financial reversals or corporate mergers or acquisitions that might materially affect the viability or stability of the Vendor, or certify that no such condition is known to exist.

2.6 Failing to Comply with Submission Instructions

Responses to the RFP received after the closing date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Vendor's response must be complete in all respects, as required in each section of the RFP.

2.7 Rejection of Proposals

The SCA shall have the right to reject any or all responses, to waive any irregularity or informality in a Vendor's response, and to accept or reject any item or combination of items. The SCA shall also have the right to reject responses that do not contain all elements and information requested in the RFP. A Vendor's response may be rejected if the response contains any defect or irregularity that constitutes a material deviation from the RFP requirements, which determination will be made by the SCA in its sole discretion.

Any response not meeting the requirements of this RFP and providing all required documentation may be considered nonresponsive. If deemed nonresponsive, a response may be rejected.

2.8 The SCA's Right to Amend and/or Cancel the RFP

The SCA reserves the right to amend this RFP. By submitting a response Vendor shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any amendments made in writing prior to the closing date and time, whether or not such amendments occurred prior to the time the Vendor submitted its response) unless expressly stated otherwise in the Vendor's response. EACH VENDOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ANY AMENDMENTS TO THE RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE VENDOR'S RESPONSE PRIOR TO THE RFP CLOSING DATE AND TIME. Vendors are encouraged to frequently check the SCA's Web site (<http://judicial.alabama.gov/>), for additional information. The SCA reserves the

right to cancel this RFP at any time before a Contract is awarded pursuant hereto.

2.9 No Contingent Fees

No person shall be hired or retained or given anything of monetary value to solicit or secure the Contract, excepting bona fide employees of the Vendor. For breach or violation of this provision, the SCA shall have the right to reject the response or cancel the Contract without liability.

2.10 Costs of Preparing Responses

Each Vendor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The costs of developing the response and participating in the procurement process (including any protest process) are the sole responsibility of Vendors. The SCA is not responsible for, and will not pay any costs associated with, the preparation and submission of Vendors' proposals, regardless of whether a particular Vendor is selected for negotiations. Any costs associated with the Mandatory Pre-Evaluation Vendor Meeting or any oral presentations to or negotiations with the SCA will be the responsibility of Vendor and will in no way be charged to the SCA.

2.11 Vendor Contact

The SCA will consider the person who is identified as the single point of contact in a Vendor's proposal as the contact person for all matters pertaining to the proposal, unless Vendor designates another person in writing and such a designation is agreed to by the SCA.

2.12 Request to Modify or Withdraw Proposal

Vendor may make a written request to modify or withdraw the proposal at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked "Modification to, or Withdrawal of, Proposal." Only written requests received by the SCA prior to the scheduled "Proposals Due/Closing Date and Time" will be accepted. SCA will correct the proposal after opening it.

2.13 Right to Request Additional Information

The SCA may make such reasonable investigations as it deems proper and necessary to determine the ability of Vendor to perform the services, and Vendor shall furnish to the SCA all such information and data for this purpose as may be requested. The SCA has the option of requesting from the Vendor any information deemed necessary to determine the Vendor's responsibility. If such information is required, Vendor will be so notified and will be permitted a reasonable time not to exceed seven (7) business days to submit the requested information. The SCA reserves the right to reject any proposal

if the information submitted by the Vendor fails to satisfy the SCA that such Vendor is properly qualified to meet the requirements of the RFP and any resulting Contract. The SCA will not be liable for any costs associated with requests for additional information or clarification.

Vendors may be asked to submit financial information to the SCA to prove financial responsibility. Any such financial information will be kept confidential if a "REDACTED" copy is also submitted, as provided in Section 2.14, unless disclosure is otherwise required by law. If requested, Vendor shall provide financial information such that a determination about the stability and financial strength of the Vendor can be readily made. This information may include but not be limited to the size and type of organization, the date of formation, ownership, number of employees, revenues for the last fiscal year, and evidence of financial condition such as audited financial statements for the most recent three (3) years, a current Dun and Bradstreet Report, annual reports for the most recent three (3) years that contain at a minimum compiled income statements and balance sheets prepared or verified by a certified public accountant, or other financial information available to the Vendor. The SCA reserves the right to contact Vendor's accountant and/or to request additional business and financial information from the accountant or Vendor.

2.14 Procedures for Securing Confidentiality of Vendor Data

If Vendor considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secrets, or otherwise not subject to public disclosure, the Vendor must, in addition to the required copies set forth in Section 1.2.2, also provide the SCA with a separate, redacted copy of its proposal on a disc in PDF format, marked clearly as a "REDACTED COPY," and briefly describe the redacted item in a separate writing and the grounds for claiming exemption from any public-records law. This redacted copy shall be provided to the SCA at the same time the Vendor enters its submissions and must exclude or redact only those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure.

Vendor shall be responsible for defending its determination that the redacted portions of its submissions are confidential, trade secret, or otherwise not subject to disclosure.

Furthermore, Vendors shall protect, defend, and indemnify the SCA for any and all claims arising from or relating to the Vendor's determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. All of the above shall be acknowledged in the Vendor's separate writing that must accompany the redacted copy.

If a Vendor fails to submit a Redacted Copy with its proposal, the SCA is authorized to produce the entire document(s), data, and/or records submitted by the Vendor in response to any public-records request.

By submitting a proposal, the Vendor agrees that the SCA may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. By submitting

a proposal, the Vendor consents to such copying and warrants that such copying will not violate the rights of any third party. The Vendor shall grant the SCA the right to use ideas or adaptations of ideas presented in its proposals.

2.15 Multiple Proposals and Joint Ventures

A Vendor must not submit multiple proposals in response to the RFP. A Vendor is allowed to submit one proposal in response to the RFP as the Vendor and may participate in other proposals as a Subcontractor. There is no limitation regarding the number of proposals naming a Vendor as a Subcontractor.

Joint ventures are not acceptable in response to the RFP. If multiple Vendors are proposing to jointly perform the project, the proposal must be submitted in the form of a prime contractor/subcontractor(s) arrangement.

If anyone or any company other than the Selected Vendor performs the work, that person/company would be a Subcontractor.

Unless waived by the SCA in writing, the combined effort provided by Subcontractors may not exceed thirty (30) percent based upon total proposed cost. All Subcontractors and their employees must be disclosed to the SCA at least twenty (20) days prior to beginning work on the system.

The SCA reserves the right to refuse to permit Subcontractors or employees from working on the project. Any Subcontractor or its employees, agents, or assigns who are exposed to confidential information must have a criminal-background check and provide assurances to maintain confidentiality in accordance with the Contract and all NDAs. Costs for background checks must be borne by the Vendor.

2.16 Evaluation and Selection

An evaluation committee of the AACS will evaluate all proposals using the criteria outlined in Section 5.3, "Evaluation Criteria," and make a recommendation to the SCA.

2.17 Total Cost of the Resulting Contract

The total cost of the Contract shall be a fixed fee, and at no time shall it exceed the total amount quoted by Vendor in response to Section 4.9. The total cost of the Contract will include all costs of development, implementation, licensing, hosting (See Section 4.5), maintenance, upgrades, and training/knowledge transfer of the CMS and each Deliverable provided by Selected Vendor pursuant to this RFP. See Attachment I for the Cost Proposal Table.

2.18 Contract Negotiations

The Selected Vendor may be required to enter into Contract negotiations if the SCA believes such are necessary or desirable. If an agreement cannot be reached to the satisfaction of the SCA within thirty (30) days of notification of intent to negotiate, the SCA may reject Selected Vendor's proposal or revoke the selection and begin negotiations with another Selected Vendor.

2.19 Certificate of Compliance

Vendor's response must include the completed Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act found in Attachment C.

2.20 Immigration

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Vendor's response must include the completed Immigration Form found in Attachment D.

2.21 Anti-Boycott Certification

In compliance with Act No. 2016-312, Ala. Acts 2016, Vendor's response must certify that it is not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade. The Anti-Boycott Certification form is found in Attachment E.

2.22 Transmittal Letter

The Proposal Transmittal Letter must be an offer of the Vendor in the form of a standard business letter on business letterhead. Following the cover sheet and table of contents, the Letter must be the first page of the proposal as described in Section 1.2.2., Format and Content.

The Letter must be signed by a company officer empowered by the Vendor organization to bind the Vendor to the provisions of the RFP and any Contract awarded pursuant to it. The Letter must be properly signed and notarized or it may be rejected.

The Letter must state that the proposal remains valid for at least one-hundred-eighty (180) days subsequent to the Closing Date and Time (Section 1.3) and thereafter in accordance with any resulting Contract between the Selected Vendor and the SCA.

The Letter must provide the complete legal name, form of business (e.g., LLC, Inc., etc.), and Federal Employer Identification Number (“FEIN”) of the firm making the proposal.

The Letter must provide the name, physical location mailing address (a P.O. Box address is unacceptable), e-mail address, and telephone number of the person the SCA should contact regarding the proposal.

The Letter must state whether the Vendor or any individual who will perform work under the Contract has a possible conflict of interest (e.g., employment by the State of Alabama or the SCA) and, if so, must state the nature of that conflict. The SCA reserves the right to deny or cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the proposal, offer, or award. Such determination regarding any questions of conflict of interest must be solely in the discretion of the SCA.

The Letter must state unequivocal understanding of the general information presented in all Sections of the RFP and agree with all requirements/conditions listed in the RFP.

The Letter must state that the Vendor understands and will comply with the Contract Terms and Conditions as set out in Section 6.

The Vendor must acknowledge in the Letter that the combined effort provided by Subcontractors may not exceed thirty (30) percent of the total proposed cost.

2.23 (Anti-)Collusion/Fraud Statement

The Vendor must submit a notarized (Anti-) Collusion/Fraud Statement, as required by § 41-16-25, Ala. Code 1975. The (Anti-) Collusion/Fraud Statement is found in Attachment F.

2.24 Certification of Ownership and Indemnification

The Vendor must certify that it is either the lawful owner or licensee of any proprietary licenses, patents, copyrights, or proprietary trade secrets used in the development and/or implementation of the CMS or that the development/implementation of the CMS is a result of or will be as a result of the Vendor’s original work. The Vendor must be willing to agree to defend and indemnify the SCA and the State of Alabama against any claim by a third person or party alleging infringement of any license, patent, copyright, or proprietary trade secret. The Vendor Certification is found in Attachment G.

2.25 Disclosures and Conflicts of Interest

The Vendor must sign and complete the Disclosure Statement found in Attachment H to this RFP, as required by § 41-16-80, Ala. Code 1975.

2.26 Proposal Cover Sheet

The Vendor must complete the Solution Proposal Cover Sheet found in Attachment J to this RFP. This Cover Sheet must also be completed for responses to any additional addenda.

2.27 High-Level RFP Checklist

The Vendor is encouraged to refer to Attachment L, High-Level RFP Checklist, when preparing to formulate their response.

2.28 Proposal Compliance Checklist

All Vendor responses to the RFP shall be given an initial inspection per Attachment M, the Proposal Compliance Checklist.

SECTION 3. GENERAL INFORMATION ABOUT AACS

3.1 Background

On average, the collective Alabama Appellate Courts receive approximately 3,500 to 4,000 cases per year. One central ITS supports the AACS, which includes approximately 150 users.

Court	Year	Count
Supreme Court	2016	1372
	2017	1183
	2018	1224
Average:		1260
Civil Appeals	2016	1018
	2017	1086
	2018	1168
Average:		1091
	2016	1517
	2017	1357

Criminal Appeals	2018	1248
	Average:	1374
Total average per year		3724

3.2 Organization

The following is a brief summary of the AACS. This summary is intended to provide a general overview of the AACS and does not include all groups or activities. More detailed information is available upon request or can be found at the following Web site: <http://judicial.alabama.gov/>

3.2.1 Supreme Court of Alabama

The SCA is comprised of a Chief Justice and eight associate Justices. As the highest state court, the SCA has both judicial and administrative responsibilities.

The SCA has authority to review decisions rendered by the other courts of the state. It also has authority to determine certain legal matters over which no other court has jurisdiction and to issue such orders necessary to carry out its general superintendence over the courts in Alabama. The SCA has exclusive jurisdiction over all appeals where the amount in controversy exceeds \$50,000, appeals from the Alabama Public Service Commission, and all matters involving the Alabama State Bar ("State Bar"). The SCA's authority includes providing advisory opinions to the legislative and executive branches, as well as certified questions posed by the Federal Courts. The SCA oversees all State Bar admissions and State Bar disciplinary actions. The SCA creates rules governing administration, practice, and procedure in all courts. The SCA is also charged with the responsibility for the State Bar admissions, attorney disciplinary actions, and rules governing all aspects of the State Bar. The SCA keeps an official list of all attorneys licensed to practice in the state. It also oversees twelve (12) rules committees and hosts several formal events throughout the year. It is responsible for much of the maintenance and care of the Heflin-Torbert Judicial Building, 300 Dexter Avenue, Montgomery, Alabama, 36104 ("the Building"), its maintenance personnel, and the Marshal service.

3.2.2 Office of the Supreme Court Clerk

The Clerk's Office of the SCA provides a variety of functions for the SCA and for the attorneys of the State of Alabama. Among the responsibilities of the Clerk's Office are:

- Receiving, reviewing, approving, and docketing all filings made by parties to the SCA;
- Managing case movement and tracking for various deadlines in cases pending before

the SCA;

- Creating and managing multiple dockets for the SCA on a weekly, monthly, and quarterly basis;
- Managing votes by the Justices on cases and other matters;
- Issuing orders, notices, and other papers to parties, trial courts, court reporters, lower court personnel, federal courts, the State Bar, and other persons and entities;
- Managing committee-membership terms, membership-contact information, and serving as general liaisons between committees and the SCA;
- Maintaining a registry of all attorneys licensed to practice law in Alabama, as well as maintaining a complete disciplinary history of those attorneys and which attorneys are in good standing, as well as those who are not;
- Issuing certificates of good standing for attorneys to other courts;
- Issuing certificates of admission to newly licensed attorneys;
- Managing all financial aspects of the SCA, including making all deposits, working with various State of Alabama agencies to ensure all bills and other expenses are paid for the SCA, the Building and the Marshal of the Appellate Courts of Alabama, assisting Justices and other persons in receiving reimbursement for expenditures, submitting yearly budgets and other financial documents to the Legislature, Comptroller, Treasurer, and other agencies, as well as maintaining accurate financial records;
- Managing all human resources matters for the SCA, including the retention of all personnel records, assisting with insurance issues, and assisting with retirement-benefit issues;
- Maintaining and supervising security for the SCA as well as the Building as a whole;
- Collecting and maintaining judicial ethics forms;
- Managing all maintenance, repairs, and improvements of the Building;
- Issuing advisory opinions presented to the SCA;
- Performing, planning, and managing a variety of ceremonial duties, such as State Bar admission ceremonies and the yearly opening of court;
- Providing training for all the SCA employees, as well as for some employees of AOC, the State Law Library, other appellate courts, and at continuing education events for licensed Alabama attorneys;
- Managing all litigation and other claims brought against the SCA or its members and generally work with insurance and other coverage providers for the SCA;
- Retaining records of all formal SCA orders, notices, and other actions;
- Ensuring that certain confidential and/or sensitive records, filings, and other items filed with, given to, or created by the SCA are secured and able to be accessed only by certain parties inside the SCA and the Clerk's Office, and certain outside parties;
- Working with the Reporter of Decisions to issue opinions of the SCA every week;
- Working with the Reporter of Decisions and the State Law Library to publish new procedural and administrative rules as changes are made;
- Generally performing all business functions, such as personnel files, insurance, and other human resource issues; purchasing; financial; and administrative functions for the SCA;
- Maintaining the minutes of the SCA;

- Maintaining all records and business documents of the Court;
- Maintaining judicial ethics files on all judges throughout the State of Alabama.

3.2.3 Court of Criminal Appeals

The Court of Criminal Appeals has exclusive appellate jurisdiction of all felony and misdemeanor cases, including violations of municipal ordinances, and all postconviction writs in criminal cases. The Court of Criminal Appeals also has appellate jurisdiction of writs of certiorari challenging disciplinary actions of the Alabama Department of Corrections as well as decisions of the Alabama Board of Pardons and Paroles. The Court of Criminal Appeals has original jurisdiction to issue extraordinary writs in relation to matters to which it has appellate jurisdiction.

3.2.4 Court of Criminal Appeals Clerk

The Clerk of the Court of Criminal Appeals is appointed by the Court of Criminal Appeals and serves at the pleasure of the court. By statute, the Clerk of the Court has the authority and duty (1) to administer oaths and take affidavits; (2) to issue and sign all writs of process of every description, issued under authority of the court; (3) to keep in regular order the papers, dockets and records of the court; (4) to keep dockets as prescribed by the court; (5) to enter from day-to-day the judgments and proceedings of the court; and (6) to have the transcripts of the records of all cases, with a copy of the orders made and of the final judgment or order in each case, and the opinions of the court decided at such term. In relation to or in addition to the aforementioned duties, the Clerk of the Court accepts all pleadings filed with the court, daily assigns cases to the court, and releases and distributes decisions of the court to the parties and the public. The Clerk's Office also manages all financial transactions of the court, including but not limited to budgeting, procurement, payables, and receivables. The Clerk's Office further manages all personnel functions of the court, including payroll, benefits, and maintaining personnel files. To assist in fulfilling these duties, the Clerk of the Court employs an assistant clerk, two or more executive assistants, and an accountant.

3.2.5 Court of Civil Appeals

The Court of Civil Appeals has original appellate jurisdiction in all civil appeals where the amount in controversy does not exceed \$50,000. The SCA may transfer to the Court of Civil Appeals civil cases appealed to the SCA and within its appellate jurisdiction, with some exceptions. The Court of Civil Appeals has jurisdiction over all appeals from administrative agencies, other than the Alabama Public Service Commission, in which a judgment was entered in the circuit court. The court also exercises jurisdiction over appeals in workers' compensation cases and domestic relations cases, including annulment, divorce, alimony, child support, adoption, and child custody cases. The Court of Civil Appeals also has original jurisdiction over some statutory appeals, which are filed directly with the Court of Civil Appeals.

3.2.6 Court of Civil Appeals Clerk

The Clerk of the Court of Civil Appeals is appointed by the Court of Civil Appeals and serves at the pleasure of the court. The position of the Clerk of the Court of Civil Appeals is statutory. The clerk is supervisor of those hired by the clerk and working in the clerk's office. The duties of the clerk are to: (1) administer oaths and take affidavits; (2) issue and sign all writs of process of every description, issued under the authority of the court; (3) keep in regular order the papers, dockets and records of the court; (4) keep dockets as prescribed by the court; (5) enter from day-to-day the judgments and proceedings of the court; and (6) have the transcripts of the records of all cases, with a copy of the orders made of the final judgment or order in each case, and the opinions of the court decided at such term. Such transcript and copy of the orders and final judgment and the opinion of the court must constitute the record in each case.

The Clerk is also vested with additional duties as provided in the Alabama Rules of Appellate Procedure.

The Clerk of the Court of Civil Appeals also serves as the secretary of the Court of the Judiciary.

3.2.7 Appellate Mediation Office

The Appellate Mediation Office considers all direct appeals, civil in nature, filed with the SCA and the Court of Civil Appeals for possible mediation. The appellate mediation program is confidential and separate from the courts. As such, it has its own computer program for entering information, maintaining statistical information, distributing documents, etc. Only the two (2) employees with this program have access to the mediation system. The Appellate Mediation Office reviews roughly 400 appeals annually.

3.2.8 Reporter of Decisions

The Office of the Reporter of Decisions consists of the Reporter of Decisions, the Assistant Reporter of Decisions, and an Executive Assistant. The Reporter of Decisions sees to the publication of all decisions of the SCA, the Court of Civil Appeals, and the Court of Criminal Appeals in Alabama Reporter, the official reports of the Alabama Appellate Courts.

The Reporter also oversees publication of all procedural rules of court which are promulgated by the SCA. In conjunction with these publication duties, the reporter of decisions' office checks the electronic versions of opinions of the three appellate courts before they are released to the parties, counsel, and the public to ensure the accuracy of the opinions. In addition to publication responsibilities, the reporter of decisions has editorial responsibilities for each of the three appellate courts.

3.2.9 Appellate Court Information Technology Services Division

The ITS division reports to the Clerk of the SCA and provides technology services and support to all

users of the AACS - approximately 150 users. Currently, ITS is composed of six (6) succinct job roles: ITS Director, Systems/Network Admin, Programmer/DBA, Desktop/Software Support Specialist, Helpdesk Technician, and an ACIS Support Technician. ITS supports all hardware and software for servers, desktops/laptops, as well as all network components (routers, switches, firewalls, etc.) and all other infrastructure components.

ITS Organizational Breakdown:

- Help Desk - The Help Desk team provides technical support to in-house staff and to the AACS. The Help Desk is the first line of support (tier 1) for all ITS questions and problems such as password resets, desktop and printer installations, maintenance, and software installations. Additionally, the Help Desk works to resolve employer and member problems related to the AACS's online applications.
- Network/Infrastructure - The Network/Infrastructure team provides mid-to-senior-level implementation and support services for the AACS's entire infrastructure, including router, switch, firewall, and physical/virtual servers.
- Programmer/DBA - Through proper change-control processes, this group handles research of all existing code, SQL data-maintenance requirements, and provides primary support for all in-house-developed AACS applications. The majority of the applications that integrate the CMS are composed of a mixture of legacy, object-oriented, and Web-service-based technologies.
- Desktop/Software Support - This group is responsible for supporting all AACS users, computers, peripherals, etc.

SECTION 4. RFP PROPOSAL FACTORS

This Section contains the detailed requirements for the provision of professional services by a qualified Vendor responding to this RFP, namely to design, develop, automate, deliver, install, implement, validate, and provide training for the CMS. Vendors are required to provide the information and/or documents requested in Section 1.2.2, "Format and Content." Any documentation not properly referenced may be disregarded.

4.1 Software Development and Implementation Experience

The Vendor shall describe its experience (to include the total number of years) successfully developing and implementing software solutions and providing professional services similar in scope to those described in the RFP, including but not limited to implementation of appellate or a trial court case management system, and identify a project team that will direct the work described in this RFP if the Vendor is awarded the Contract. The Vendor's project team should include, but is not limited to, a functional lead, technical lead, and a dedicated project manager, current PMP certification preferred.

The Vendor must describe the experience of the Vendor in developing, implementing, providing and supporting solutions and services similar to those described in the RFP. Additionally, the Vendor must provide information specific to the personnel assigned to accomplish the work and services called for in the RFP, including a narrative description of the organization of the project team, and a personnel roster that identifies each person on the project team who will actually work on the Contract, including their title and a description of the type of work they will perform.

The Vendor shall identify three (3) references from current or former clients. The references should be able to attest to the experience of the Vendor and the project team in developing, implementing, and supporting software/product of similar scope. For each reference, the Vendor shall provide the client name and address; contact name, title, phone number, and e-mail address; dates of service to client; and a description of the services provided.

The Vendor shall provide a list of any clients lost within the last three (3) years, including a contact name, title, telephone number, and e-mail address of the client, if available; and state the length of service at the client and reason for loss. If the Vendor has not lost any client in the last three (3) years, the Vendor should so indicate by stating, “[Vendor] has not lost any client in the last three years.”

4.2 CMS Goals

The CMS provided must meet at least the following goals, as more fully described in this RFP:

- Provide a new CMS that includes the current functionalities of the AACS current CMS;
- Migrate and normalize the data in the existing AACS CMS to a relational database;
- Develop appropriate interfaces to maintain integration with, and communication between, the CMS and current plug-ins, third-party software, and agencies/offices throughout the UJS; and
- Provide training and knowledge transfer to permit the SCA to maintain and support the CMS following Final Acceptance.

4.3 Minimum Functionalities

The SCA is seeking a modern, sustainable and flexible case-management system. Vendors are expected to propose their recommended solutions by addressing the general functionalities below. Section 8 contains specific, desired functionality that should be addressed using the Functionality Response Matrix (“FRM”).

Scoring will be based both on responses to the general functionalities described in this section and to the FRM.

Vendors are encouraged to organize their responses to this section using “Component Aggregates” where doing so aligns groups of discrete Functionalities with the Vendor’s solution. For example, the narrative response to the “Document Repository” set of Functionalities could be written to address all

of or parts of the 17 discrete Functionalities. However, the Vendor must also indicate their response to each of the Functionalities on the FRM.

Note: for items referring to Printing, the intention is a “Display-First, Print-if-Necessary” functionality. Reports, queries, lists, or other items that are printed are expected to be able to be displayed on screen first and with the same level of detail as in a printed version.

4.3.1 Accounting

This function provides standard accounting tasks such as receiving, disbursing, managing, and auditing fees paid to the courts as well as managing the courts' internal budgets. Each court needs its own independent system.

4.3.1.1 Credit-card and other related processes (e-Payment Processing)

Credit-card-payment systems must be PCI-compliant.

4.3.1.2 Financial Management System (FMS)

The financial-management-system function includes an internal accounting system that tracks all money that comes into the courts, including docket fees and other costs and fees, if applicable. Docket Fees are based on a pre-defined schedule in the system, although the system must provide flexibility to accommodate for changes in docket-fee amounts. The payment of docket fees, including date of payment and insufficient funds issues, are tracked and recorded. The system accounts for in forma pauperis status parties, where the normal docket fee is not required. Paper receipts for docket-fee payments are printable.

The internal accounting system must be able to integrate with the billing and receipting functions of external systems used in conjunction with the CMS, such as ACIS, any e-filing system, and any future external payment systems.

The function must generate notifications related to whether in forma pauperis status is granted/denied, fees are paid, and additional fees are required. It must track and process the other internal financial accounting unrelated to docket fees, such as budgeting and expenditures. Documents related to these functions, including bank statements and invoices, are uploaded and recorded. The function generates reports detailing accounting information.

The function must be able to disburse moneys collected by the AACS to other entities.

4.3.2. System-Wide and General

4.3.2.1 Auditing and Logging

This function maintains real-time logs/audit trails of user access of the system and parts of the system, including access to particular cases, matters, and documents.

4.3.2.2 Database for Overall System (Back End RDBMS)

The function supports clustered and fail-over support functionality at both the application and database-server level. The system must have the ability for database encryption, which is open to ITS.

4.3.2.3 General Technical Requirements (General Technical)

This functionality requires remote access to the system with full functionality via a 10 Mb or greater data circuit and with the ability to run on all major browsers.

Users must have the ability to have multiple concurrent CMS sessions, the length of timeout sessions must be adjustable, and ITS must be able to force a log-off.

Disaster-recovery functions/processes to restore the existing system state of the database are required. Error checking and field validation are also required.

ITS must be able to modify the Web-application portion of the system.

4.3.2.4 Responsive Design for non-PC Devices (Mobile - Tablet Ready)

This functionality supports access through multiple mobile-device platforms.

4.3.2.5 System-Wide Search Engine (Search Engine)

This functionality requires robust, user-friendly searching capabilities, including the ability to search for words, phrases, case/matter numbers, and Boolean searches across all databases, and produce configurable reports. The system, for purposes of cross referencing, will automatically search various fields for tracking related cases and matters.

4.3.2.6 Software Maintenance Fee for CMS (SW Maintenance)

The CMS must function and retain data even if maintenance or upgrade payments are not made or the Contract is terminated.

4.3.2.7 Archiving

The system must have an archiving process, and archived data must be searchable and accessible.

4.3.3. Case Management System (CMS)

This function includes case or matter initiation, docketing, and life-cycle management, including configurable time-standard milestones, assignments, status designations, voting processes, dispositions, and consolidation and relation management.

4.3.3.1 Voting-related functions

This functionality allows Justices/Judges to vote on issues in cases or matters, including matters unrelated to cases, such as administrative decisions. This includes preliminary issues in cases and matters, motion rulings, recommended dispositions of cases or matters (e.g., affirmed, reversed, dismissed), or other ad hoc issues. Recommendations for voting are made by Justices/Judges or the court's clerk. Standardized recommendations must be available, depending on the type and posture of cases or matters, and the creation of ad hoc options must be available. Actions on motions require certain specialized options.

Items for voting are circulated to a conference or on an ad hoc basis. Standard conference periods and dates are auto-populated based on the court calendar. These relate to certain "panels" of the court or the court as a whole. Items circulated for voting might be withdrawn ("pulled"), but a record of the circulation remains viewable.

Standardized votes must be available for selection (e.g., concur, dissent, and concur specially) along with ad hoc votes. The system must record votes and allow notations to votes. Votes are changeable, although there must be an option to lock/unlock voting periods after a specified deadline.

This functionality must allow vote tracking. Configurable displays and reports allow vote tracking by case or matter, by voting conference, or by Justice/Judge assignment. Displays and reports, which are printable, must be able to also show voting notations, designate the date of an oral argument in a case, and must be sortable by outstanding votes by a Justice/Judge.

This functionality must also formulate a "vote line" that is be manually edited as required.

4.3.3.2 Case and Docket Management

4.3.3.2.1 Docketing

This functionality allows for the creation and docketing of a case or matter. The system must be able to assign an auto-populated case number, and all data associated with that specific case/matter is identified through the assigned number. The creation process must auto-populate, with manual prompts, information from lower courts, filings, attorney information, and other required data.

Manual updates to this information are required. Cases and matters are designated standalone or linked by consolidation or as related as required.

In addition to cases, certain matters unrelated to cases must be created, docketed, and managed. These include matters related to the State Bar, administrative issues, rule approvals, etc.

Supervision of cases and matters are internally assigned to staff members; there must be a process to refer issues to other staff members. Assignments and referrals are tracked.

4.3.3.2.2 Data

The system must record, track, and report various case/matter information and have a mechanism for in-office notes. It must allow the in-house creation, designation, and configuration of various fields in cases or matters. Data must be imported from or exported between other cases and matters. Users must be able to upload and access documents between AACS entities.

Actions that occur in a case or matter must be recorded automatically and entries generated. These include when an item is filed, motion rulings, assignments, dispositions, the issuance of orders, etc. Such entries are viewable in a docket sheet, which has an internal version containing all entries and a public version containing restricted information. Docket sheets are to have the option of being generated in chronological and reverse chronological order, and a combined docket must be available for consolidated cases.

The ability to designate a case/ or matter as active or disposed is required, and automatically classified as "completed" if certain criteria are satisfied. The system must identify if certain criteria are met that make the case ready for release.

4.3.3.2.3 Mediation

Cases and matters must be able to be transferred to and from the appellate mediation docket.

4.3.3.2.4 Display

Case or matter information, including all data, documents, and links; tracking information; voting information; calendars; etc.; must be displayed in a user-friendly fashion. This should be configurable. Lists of pending and disposed cases or matters are to be generated and filtered by various criteria.

4.3.3.2.5 Tracking

The system must automatically calculate and track certain time periods, including filing deadlines under the Alabama Rules of Appellate Procedure, the release of certificates of judgment, and internal time standards. Time periods must be stayed under certain circumstances. It must also track cases

and matters that have been transferred to another court. Certain designated incomplete tasks must be displayed.

4.3.3.2.6 Assignment

Cases and matters are assigned, if required, to a Justice/Judge from rosters based on certain adjustable criteria. The ability to make manual assignments, with explanatory notions, is required. The system must have automatic and manual checking of recusal lists for conflicts of interest.

4.3.3.2.7 Recusal

Justices/Judges, staff attorneys, and clerks must be able to maintain individual recusal lists.

4.3.3.2.8 Release

The system will have a process to release decisions or other actions to the public or parties. Included is the ability to preview items to be released, retract releases, and substitute or correct items previously released.

4.3.4 Case Management System (CMS Core)

The system must print, from specified fields and with the ability for manual editing, file-folder labels and envelopes. Certain forms and templates must be created and information auto-populated.

The system must have a personnel-records/document-management system that allows the creation of employee files and the retention of documents and forms.

4.3.5 Development and Integrations (Dev and Int)

The system must use Microsoft Office 365 applications and be able to create and read multiple versions or types of PDFs and legacy WordPerfect documents.

The system must be configurable to allow for in-house configuration and modification.

4.3.6 Notifications, Messaging and Emailing (Notifications and Messaging)

The system must both manually and automatically create notices and orders to be distributed to external entities, such as the parties to a case or matter, with a mechanism to confirm recipients before the item is sent. The notices must be distributed by mail, e-mail, or be Web-based and have delivery-confirmation mechanisms. E-mail notices must have the ability to hyperlink to documents. There must be the ability to retain and associate e-mails, delivery receipts, and documents or media found in e-mails with a case or matter. Combined notices and orders must be available in consolidated

cases as required.

This functionality also requires integration of a message system with configurable distribution lists and the ability to retain messages and associate them with a case or matter.

Further, the system must include an internal-reminder/tickler mechanism, as well as a configurable notification system, available to users or groups.

4.3.7 Scheduling / Calendaring

This function includes the initiation, configuration, and maintenance of all scheduled events, including Supreme Court, Court of Civil Appeals, and Court of Criminal Appeals conferences, oral arguments, oral-argument appearances, duty-judge assignments, case-circulation deadlines, appeal-management conferences and associating cases to these events, as well as conflict and recusal management. In addition, this function accounts for the timelines and deadlines that are established by the Alabama Rules of Appellate Procedure and Alabama statutes and other legal authority. Calendaring functionality should be compatible with Microsoft Outlook.

4.3.8. Document-Management System (DMS)

This function includes the electronic storage of all documents filed in an appellate court case (briefs, motions, orders, exhibits, record on appeal, correspondence, court opinions, etc.), as well as other documents retained by the AACS (personnel documents and files, financial documents, administrative orders, standing-committee information and documents, etc.). Examples of functionality include, among other things, the following: affixing electronic signatures to documents; referral of documents to a particular office or to staff members for action; ability to copy and paste from and into documents; ability to track the method of delivery of a document filed with a court (e.g., electronic, e-mail, paper, courier type); ability to import, store, and select predefined citations to legal authority (rules of the court, caselaw, etc.); ability to embed hyperlinks within documents; and the ability to add comments (e.g. “post-it notes”) on documents that will not appear when printed. This function will allow for the AACS to scan and/or upload documents into the DMS for archiving and storage using optical character recognition (“OCR”). Documents will be searchable and available for authorized users to view. Functionality must also include the ability for automatic and manual redaction of information contained within a document, along with the ability to restrict access to specific documents to certain user groups, in order to protect personal identifying information, to seal records and cases that are not open for public inspection by law or by court order, and to protect the internal deliberations of the courts from disclosure.

4.3.9 Electronic Filing (“E-filing”)

With ACIS, the AACS currently has an e-filing system but retains the option to include a new e-filing system with the procurement of a new CMS. This functionality will allow for the submission of documents by attorneys and parties to an appellate court case through the Internet using an

automated system and for the electronic receipt of those documents by the appellate courts. Integration with the trial court case-management system (SJIS and Alacourt) will assist with uploading data, case information, and documents to the AACS.

4.3.10 E-filing - Back End

This function will allow the AACS to receive documents filed electronically by attorneys, pro se parties, trial court clerks, court reporters, et al.; to stamp a document as “filed”; and to receipt payments for docket fees and other filing fees. This function will provide notices of filings to attorneys, parties, trial court judges, trial court clerks, and appropriate AACS staff. Alternatively, the functionality of the CMS/DMS must be compatible with the AACS’s current electronic-filing system and the AACS’s vendor for processing payments in the event the AACS retains its current e-filing system.

4.3.11 e-filing - Front End

This function includes a stand-alone or Web application that allows attorneys and pro se parties to electronically file documents in a case and to pay docket fees. The function must also allow the trial court clerk to submit the record on appeal and/or for court reporters to submit documents to the AACS. Alternatively, this function will integrate with the trial court’s system for transferring documents between the trial courts and the AACS. Further, this function includes the ability for attorneys to e-file requests seeking a certificate of good standing (which requires payment of a fee) from the AACS and for appellate court judges and trial court judges to submit judicial-ethics-compliance forms.

4.3.12 Interfaces/Integration to/with other systems (Interfaces)

This function includes the connectivity and integration between the CMS/DMS with other offices, systems, and applications.

The CMS/DMS must integrate with the AACS email platform to allow email distribution to attorneys, parties, and AACS employees. Further, this function must allow email correspondence to be imported into the DMS.

The Alabama Appellate Mediation Office pulls information from the SCA and the Court of Civil Appeals to enter information within its system as a case progresses through the various stages of the mediation process, including the creation/docketing of a case, actions taken throughout, filings received, documents/forms issued, outcome, mediator selected, and closure of the case.

This function must also account for the responsibilities of the Reporter of Decisions Office, which provides editing services to the appellate courts and which is responsible for the publication of the Court’s opinions in the official reports.

The State Bar is a mandatory bar for all attorneys in the state. The State Bar is responsible for

maintaining current information for all lawyers, including name, firm, mailing address, e-mail address, telephone numbers, fax numbers, etc. The functionality of the CMS must allow the importing of this data from a delimited file, including by Web service.

The Alabama Office of Indigent Defense processes approved attorney-fee declarations by the AACS.

This function also requires integration with the current AACS infrastructure, running current and future versions of Windows Server, using current and future versions of Microsoft SQL server, and current network infrastructure of the AACS.

The ability to integrate with the Alabama trial court's case-management and document-management systems managed by AOC and its vendors (SJIS and AlacourtPlus) allows for the transfer of documents and data to the Alabama appellate courts. Likewise, for other courts and entities from which the AACS receives appeals (i.e., probate courts and administrative agencies) and that do not have a system with which to integrate, this function allows for the AACS to download and upload entire case files.

4.3.13 Public Access

With ACIS, the AACS currently has a public-access subscription system, but retains the option to include a public-access system with the procurement of a new CMS. This function includes a view-only version of the CMS/DMS so that attorneys and members of the public can view public case information. The function will allow a user to search for cases or documents by party name, case number, or other pertinent parameters. Confidential cases or documents will not be viewable by the public or by attorneys who are not involved in the case. This function will also include the ability to run the public-access feature on terminals/kiosks made available by the AACS for public use.

4.3.14 Reporting and Analytics (Analytics)

4.3.14.1 Integrated Analytics and Reporting (Analytics)

This function generates reports providing detailed case-document-management information to the AACS. The Proposed Solution reporting functions must be flexible enough to allow in-house configuration for custom queries and reports as needed. Users must be able to set dates and other variables for certain reporting periods.

At a minimum, the proposed solution must have the ability to generate, provide, gather, display, analyze, and/or print:

- static or interactive reports;
- ad hoc reports;
- standard daily, weekly, monthly, and yearly reports on demand;
- court-case statistics by court, type, area, date filed, days pending;
- configurable time sequences to capture cases and documents for a certain relevant time

- period;
- a simple, user-friendly search capability to query the CMS database and build reports based on user demand; and
- statistics in configurable Excel spreadsheet format to be exported into charts in various formats including PDF and CSV tables.

4.3.15 System-Wide Business Rules Engine (Business Rules Engine)

The CMS must have functionality to accommodate the rules of court, as well as flexibility to accommodate changes to the rules of court that might be adopted in the future. In addition, the CMS must account for internal procedural policies and rules adopted by the AACS.

4.3.16 System-wide Identity Management (Identity Management)

The CMS will need to support “Active Directory” integration for user authentication and provide system-administrative functions to allow adding, changing, deleting users in the system.

4.3.17 System-wide Security (Security)

This function provides a comprehensive data-application-security model. The proposed solution shall provide the ability to assign role-based security so that only authorized users are allowed to see the parts of the application or data they have been authorized to view, add, and information.

4.3.17.1 Regulatory / Legal Compliance (Compliance)

This function allows the AACS to establish privacy/security settings based on classifications of cases and documents that are restricted by the status of the case, by law, or by court order (e.g., sealed, confidential, juvenile, courts only, originating court only, originating clerk’s office only, Justice/Judge etc.). This function must provide the AACS the ability to create and assign security roles offering different levels of accessibility to users. Functionality is required for AACS staff to perform security assessments and generate reports for user roles and access. ITS must have the ability for configuration, such as security roles, look-up table information/entries, field-validation specifications, etc.

4.3.17.2 System-wide Data and System Security (Data and System Security)

This function requires the secure transmission of data from information captured from public access systems and external applications to the AACS’s internal systems/applications. The CMS must be able to limit/control document formats for files that are uploaded through e-filing system.

This function also requires the ability to use data-security standards that models the CIA (or AIC) Triad:

- Confidentiality – Ability to maintain/secure all data by limiting access to information.
- Integrity – Ability to assure that information collected, viewed, or disseminated, whether from public access systems/applications or internal systems/applications, is trustworthy (free from malicious content) and accurate.
- Availability – Ability to guarantee reliable access to information by authorized people.

The CMS must provide the ability:

- To perform log backup for access/activity of database(s) and file system.
- To log all access/activity to database(s) and file system
- To perform scanning of all documents submitted/filed internally and externally to ensure they do not contain malicious content – i.e., that they are free from malware, ransomware, viruses, etc.
- To notify public access user if submitted document fails any malicious file checks and was not accepted.
- To maintain documents that failed any malicious file checks in a quarantine area.
- For CMS administrators to examine/delete quarantined documents.
- To log the statuses of all malicious file checks for all submitted documents along with submitter's information.
- To replace documents already in the CMS with a replacement document once the replacement document has passed all malicious file checks.
- To scan requested documents in the CMS prior to delivery to authorizer requestor.
- To secure data/databases utilizing Transparent Data Encryption (TDE) for SQL Server and/or Azure SQL Databases.
- To utilize file system encryption.
- To limit/control accessing systems and data from remote locations via VPN connections.

4.3.18 System-Wide Workflow Engine (Workflow Engine)

The system must include a configurable Workflow Engine that can design and enable workflows across all components of proposed solution.

4.4 Implementation and Training

The Selected Vendor shall deliver all Deliverables, upon completion, to the SCA for testing and acceptance. Upon delivery, the SCA will commence acceptance testing to confirm that the Deliverables meet the SCA's specifications and verify effective operation of the Deliverables. The Selected Vendor agrees to cooperate with and assist the SCA in performing such testing of the Deliverables as the SCA may deem necessary or desirable to determine the sufficiency and functionality thereof. Upon completion of such acceptance testing, the SCA shall issue to the Selected Vendor notice of acceptance

or rejection of the Deliverables. In the event of rejection, and provided the SCA does not terminate the Contract upon rejection, the SCA agrees to give its reasons for rejection to the Selected Vendor in reasonable detail. The Selected Vendor shall use all good-faith efforts to correct any deficiencies or nonconformities and resubmit the contract, remedying the rejected items, as promptly as possible, but in any case no later than ten (10) business days following notice of rejection, or if such corrections cannot be made within such period, such corrections shall be made within the time period mutually agreed to between the parties. For the avoidance of doubt, notwithstanding any acceptance testing done during the development process, the SCA shall be permitted to test and validate the complete CMS following statewide deployment prior to issuing Final Acceptance.

For the purposes of knowledge transfer, the Selected Vendor must document and deliver all information, source code (where applicable), programming notes, meeting minutes, and processes as a complete guide for what has been done during development and implementation of the CMS.

A training strategy that covers the use and support of the CMS must be provided by the Selected Vendor. At a minimum, the strategy should include videos and a training manual. All training materials must be provided by the Vendor and included in the total cost of the Contract.

4.5 Hosting Environment

The Vendor must describe in detail its recommendation for the cloud-based environment (development, test, and production) to implement its proposed solution: AACS managed cloud-based services using Microsoft's Government Azure, versus Vendor's hosted cloud-based services. If the Vendor proposes more than one option for hosting, then the Vendor shall provide separate cost-proposal templates. See Attachment I.

4.5.1 AACS Cloud-Based Environment

The Selected Vendor's CMS operating within the AACS managed cloud-based environment, at any time during performance of the Contract, shall have the following obligations:

- Availability - The CMS must be available to handle transactions seven (7) days per week, twenty-four (24) hours per day, three hundred and sixty-five (365) days per year with the exception of pre-scheduled down time for routine system backups, maintenance, and upgrades. All scheduled changes/outages should occur only outside normal business hours. ITS shall have the ability to publish notice of scheduled maintenance at least forty-eight (48) hours in advance via the CMS. With regard to development environments used by the Selected Vendor, ITS shall provide notice of scheduled maintenance at least forty-eight (48) hours via e-mail.
- Security - The SCA shall be responsible for security audit, including a vulnerability assessment of the CMS in the AACS-managed cloud-based environment.

- Disaster Recovery - The Selected Vendor must provide information on how the CMS, and any data contained therein, shall be backed up and timely recovered by ITS in the event of a disaster. In responding to this Section, the Selected Vendor must provide an explanation of its recommended backup and disaster-recovery plan, including a time frame for disaster recovery.
- Data Security - The Selected Vendor must provide assurance of confidentiality of AACS data and have policies, procedures, and processes in place to ensure confidentiality of data. At a minimum, the Selected Vendor's solution must meet HIPAA, Privacy Act of 1974, PCI data security standards, and Personally Identifiable Information ("PII") compliance rules. Without limiting the generality of the foregoing, the Selected Vendor's solution must have safeguards in place to ensure the confidentiality of PII, and clearly identify measures that ensure the confidentiality of PII. PII includes, but is not limited to, the following: (i) names of individuals; (ii) a home or other physical address, which includes at least a street name and name of city or town and state; (iii) a telephone number; (iv) Social Security number; (v) date of birth; and (vi) driver's license number. A copy of the Selected Vendor's data security plan for their Proposed Solution must be provided with the proposal. No credit-card data shall be stored in the AACS's environment.
- Data Migration and Normalization - The Selected Vendor must take all necessary measures to ensure that all data has been migrated from AACS legacy environment to the Selected Vendor's proposed solution, to include but not be limited to: providing a data dictionary, assistance mapping legacy AACS case-management system data to the Selected Vendor's proposed solution, with Third Normal Form of normalization at a minimum, and shall cooperate with the AACS to transition to the CMS and new data environment. After the AACS has confirmed in writing the complete and accurate migration of the CMS and data, the Selected Vendor agrees to clear the State's data that resides on the Selected Vendor's computer systems or servers by erasing or wiping/sanitizing in a manner that prevents retrieval of electronically stored information. For any data maintained or backed up on disk, the following method shall be used to accomplish the clearing of data: (i) overwriting the previously stored data on a drive or a disk at least 10 times and (ii) certifying in writing that the overwriting process has been completed. The Selected Vendor will be required to certify in writing the method used, including, but not limited to, the date and time of data destruction.

4.5.2 Vendor's Cloud-Based Solution

To the extent the Selected Vendor hosts the CMS at any time during performance of the Contract, the Selected Vendor shall have the following obligations:

- Availability - The CMS must be available to handle transactions seven (7) days per week, twenty-four (24) hours per day, three hundred and sixty-five (365) days per year with the exception of pre-scheduled down time during off-hours for routine system backups, maintenance, and upgrades. All scheduled changes/outages should occur only outside of normal Business Hours. A notice of scheduled maintenance shall be published at least forty-eight (48) hours in advance via the system website. The AACS must be notified of all planned outages and must give approval to any outage outside the scheduled change window. The Selected Vendor must provide monthly uptime reports to the SCA for all components of the system. The Selected Vendor must have documented change-management policy and procedures in place. A copy should be provided with the proposal.
- Security - The Selected Vendor must perform an annual security audit, including a vulnerability assessment before deployment and annually during any hosting of the CMS by the Selected Vendor. The Selected Vendor shall provide the SCA with reports regarding security testing. The Selected Vendor must have a documented security-incident policy and procedures. A copy should be provided with the proposal.
- Disaster Recovery - The Selected Vendor must provide information on how the CMS, and any data contained therein, will be backed up and timely recovered in the event of a disaster. Installation of the CMS after a disaster is the responsibility of the Selected Vendor. In responding to this Section, the Selected Vendor should provide an explanation of its backup and disaster recovery processes, including a time frame for disaster recovery. A copy of the Selected Vendor's backup and disaster recovery plans should be provided with the proposal.
- Data Security - The Selected Vendor must provide assurance of confidentiality of AACS data and have policies, procedures, and processes in place to ensure confidentiality of data. At a minimum, the Selected Vendor's solution must meet HIPAA, Privacy Act of 1974, PCI data security standards, and PII compliance rules. Without limiting the generality of the foregoing, the Selected Vendor must have measures in place to ensure the confidentiality of PII and clearly identify measures that ensure the confidentiality of PII. PII includes, but is not limited to, the following: (i) names of individuals; (ii) a home or other physical address, which includes at least a street name and name of city or town and state; (iii) a telephone number; (iv) Social Security number; (v) date of birth; and (vi) driver's license number. A copy of the Selected Vendor's data-security plan should be provided with the proposal. No credit-card data shall be stored in the AACS's environment
- Data Migration and Normalization - The Selected Vendor must take all necessary measures to ensure that all AACS legacy data has been migrated to the Selected Vendor's hosted cloud-based CMS, with Third Normal Form of normalization at a minimum. The AACS must have the ability to confirm complete and accurate migration

of all legacy data to the CMS. Upon the event of termination of hosting by the Selected Vendor, the Selected Vendor agrees to provide all AACS data to AACS, then clear all AACS data that resides on the Selected Vendor's computer systems or servers by erasing or wiping/sanitizing in a manner that prevents retrieval of electronically stored information. For any data maintained or backed up on disk, the following method shall be used to accomplish the clearing of data: (i) overwriting the previously stored data on a drive or a disk at least 10 times and (ii) certifying in writing that the overwriting process has been completed. The Selected Vendor will be required to certify in writing the method used including, but not limited to, the date and time of data destruction.

4.6 Technical Support

The Selected Vendor must provide technical support during normal Business Hours to ITS personnel for technical problems with calls received from technical and program staff, not from end users, to assist with problem analysis and provide instructions for troubleshooting problems with the CMS for one (1) year after Final Acceptance by the SCA, unless extended in the resulting Contract.

The Selected Vendor's emergency contact must be available during all non-Business Hours for immediate response to emergency situations.

The Selected Vendor's technical support must provide a published escalation policy for problems that cannot be resolved by first-line Selected Vendor technical-support personnel. The Vendor's proposal shall include a copy of the Vendor's service-level agreements, which explain how the problem-tracking process works and provide time frames for response and resolution, and the Selected Vendor shall provide the SCA with reports at least monthly providing the average time for resolution of a problem.

Notwithstanding the foregoing, to maintain the integrity of the SCA's system, the SCA shall be responsible for installation of any CMS updates or upgrades or any third-party software installations, updates, or upgrades. The Selected Vendor is responsible for providing all information and details to ensure that the SCA is able to make CMS modifications, updates or upgrades.

4.7 Project Plan and Plan for Handling SCA Concerns

The SCA expects the Selected Vendor to provide high-level project communication during the development and provide plans for implementation and deployment, which may include, but not be limited to, regular progress reports and notification of any issues that arise or that may delay delivery of the CMS. The SCA desires that the CMS be implemented as soon as practicable but anticipates the CMS will be implemented within twelve (12) months of execution by the SCA and the Selected Vendor of any Contract resulting from the RFP process. During the Selected Vendor's performance of work under any Contract awarded pursuant to this RFP, the SCA expects the Selected Vendor to expeditiously resolve and address any problems and complaints presented by the SCA employees.

Minimum Response Documentation:

- The Vendor shall include samples of previous communication and implementation plans.
- The Vendor shall provide a high level project plan with milestones and Deliverables based on the requirements in the RFP.
- The project plan shall describe the activities, personnel, schedule, standards, methodology, and milestones for conducting the work, including:
 - Methods and criteria to be used by the Vendor in accomplishing the tasks;
 - Inputs and Outputs for the tasks (including Deliverables);
 - A Vendor work plan to include tasks, schedules and sequence of events, and resource requirements;
 - A roles-and-responsibilities matrix showing what types of tasks the Selected Vendor will perform; and
 - The Vendor's risks and assumptions.
- The Selected Vendor shall describe in detail its plan for dealing with issues or concerns presented by the SCA, detailing at what point the issue or concern would escalate to the next level of supervision or management.

4.8 Management of Work and Single Point of Contact

The SCA expects a single point of contact for all matters pertaining to the work to be performed under the Contract, and for that person to act in a project-oversight/project-management capacity.

The Selected Vendor's single point of contact will report to the SCA at proposed or specified intervals via status reports and other interaction such as meetings and e-mails. Such reports should include documentation of completed work and planned work for the next period and issues to be addressed. Any change of single point of contact must be approved by the SCA.

The SCA reserves the right to interview proposed staff as well as to refuse any proposed staff whose qualifications are deemed inappropriate for this project.

With its proposal, the Selected Vendor must provide a list of all employees and Subcontractor employees who will have administrative privileges or can access data as part of the services to be provided under this RFP. All Selected Vendor employees and Subcontractor employees must pass a criminal background check prior to having administrative privileges or access to the data.

The Building is the primary location where major work and project operations are to be performed, completed, and managed. All Vendor costs associated with travel during the course of the Contract, as well as lodging and per diem costs, must be included in the Selected Vendor's cost as a part of the firm and fixed price as described in Section 4.9. A Vendor is expected to cover all travel and costs related to Contract performance and will not be reimbursed by the SCA.

All requests for alternative work sites based on Contract performance roles and/or limited client/user interaction will be reviewed by the SCA and will require SCA approval.

4.9 Cost

The Vendor's proposal will be assessed in part based upon three cost factors:

- A fixed, total cost for all items required under this RFP during the first five years, i.e., the total cost of implementation to be paid by the SCA to the Vendor.
- A best-effort, good-faith estimate of those items required to implement the proposed solution that are outside a direct payment from the SCA to the Vendor, e.g., additional SCA human resources necessary to implement the solution, additional software licenses, computer hardware, and so forth.
- An ongoing, annual cost after the first 5 years. This would include items such as licensing, maintenance, support, and hosting. This amount is to be recorded in the "Ongoing Years" column of the Cost Proposal Templates in Attachment I.

By submitting a response, the Vendor agrees that it has read, understands, and will abide by the following:

- The total cost shall be the only cost, fee, or charge by the Vendor to the SCA for all services required under this RFP.
- The total cost quoted and listed in the proposal shall be firm throughout the term of the resulting Contract, unless otherwise noted in the Vendor's response to the RFP or in the Contract, or unless it is reduced by the Selected Vendor during the performance of the Contract.
- The total cost of the Contract will include all costs of development, implementation, licensing, hosting (Section 4.5), maintenance, upgrades, and training/knowledge transfer of the CMS and each Deliverable provided pursuant to this RFP. See Attachment I for the Cost Proposal Templates.

Payment by the SCA may be divided and predicated on the Selected Vendor's meeting the milestones and providing the Deliverables set forth in the Selected Vendor's project plan in response to Section 4.7 of the RFP and agreed to in the Contract between Selected Vendor and the SCA. The Selected Vendor further acknowledges and agrees that final payment may be predicated on the SCA's Final Acceptance of the CMS.

The Vendor shall provide a proposed total cost for all services required under this RFP.

The Vendor shall provide a detailed breakdown of total cost for all services required under this RFP.

The “Cost Proposal” (Attachment I and Section 1.2.2) must be submitted in a sealed envelope and not included with the response to the rest of the RFP. The Vendor’s name must be clearly identified on the envelope and on the Cost Proposal Templates. The Vendor must also complete Attachment K, Cost Proposal Cover Sheet, for the response to the RFP and for any additional addenda.

4.10 Value-Added Features

The Vendor may identify and describe any value-added features beyond the requirements set forth in the RFP and detail the associated costs. At a minimum, the Vendor shall provide fully loaded “Time and Materials” rate for items outside the scope of the requirements of the RFP.

4.11 Service-Level Agreement

The Vendor shall provide a standard service-level agreement, to include, at a minimum but not limited to, mean time to repair, escalation procedures, and maintenance tiers. The standard service-level agreement must describe:

- Levels of support (if multiple levels are offered) and what is included for each level;
- Support delivery channels (e.g., manuals, on-line help, phone, e-mail);
- Support response times, to include break/fix response processes;
- Method of notice to customers for new features, support issues, etc., such as customer-information bulletins (provide samples if available);
- Any support that the Vendor would provide directly to AACS employees/end-users for products provided as part of the Proposed Solution; and
- Support that the Vendor would provide directly to non-AACS employees/end-users for products provided as part of the Proposed Solution.

4.12 Warranty

The proposal must describe the following:

- The proposed solution’s system warranty.
- The proposed solution’s performance warranty.
- The proposed solution’s defect warranty.
- The proposed solution’s hardware or software warranties (if applicable).
- The time frame for which each warranty is offered and the services accompanying each warranty, including, but not limited to, whether such services are offered on site or remotely.
- The proposed method and means by which the Vendor intends to provide remote assistance during the warranty period. Open-ended, unlimited, or continuous remote access will not be permitted. A description of remote access must describe what

precautions are being taken to preserve the confidentiality and propriety of the AACs's system. The description must include a description of the employees allowed to perform this service and their qualifications or certifications related to their ability to make the necessary changes.

The Vendor must provide to the SCA a defect warranty for all work that does not conform to requirements specifications for the proposed solution effective at least three (3) years after each release of functionality to production. The Vendor must resolve all defects reported to the Vendor during the warranty period at no additional expense to the SCA. The defect warranty must include both newly released functionality and previously released functionality if the defect did not occur until the release of new functionality to production. At the conclusion of the defect warranty period, defects must be corrected in accordance with the maintenance process within ten (10) days of the notification of the defect, unless they are caused by a subsequent functionality release.

The Vendor must provide on-call warranty support at no cost for twelve (12) months after final system acceptance for any corrections or modifications to the system that comply with original program specifications.

The Vendor must maintain an adequate number of experienced programmer/analyst staff members familiar with the proposed solution for on-site and/or remote assistance during the warranty period to observe the SCA modifications to the system and to advise on change methodologies in order to maintain warranty effectiveness. If assistance or repairs are offered remotely, the parties will agree upon setting up specific limited access times for each event.

4.13 Invoice Payment Retention

SCA shall retain ten percent (10%) of payment from each invoice submitted by the Selected Vendor. Upon written request of the Selected Vendor, ninety percent (90%) of the retainage amount shall be released to the Selected Vendor by the SCA after Final Acceptance. After completion of the contract and upon written request of the Selected Vendor, the remaining ten percent (10%) of the retainage shall be released to the Selected Vendor by the SCA (See Section 6.1).

4.14 Licensing, Ownership, and Maintenance

The Vendor must describe all required software licensing necessary to implement and maintain the proposed solution, clearly identify the nature of the "ownership" of the proposed solution (in part or in whole, as necessary) and describe the nature of the proposed solution's functionality in the event of nonpayment for any or all parts of the solution, including licensing, hosting, and maintenance fees. The SCA requires that, in any event, any data produced or maintained by the solution must be fully recoverable in a standard, usable data format and that the proposed solution function in an "as-is" state indefinitely, e.g., should some or all post-implementation fees not be paid, although the proposed solution may not be updated with service, security, or other software or system

improvements, it will be functional in the same environment as when payments became late or ceased.

SECTION 5. PROPOSAL EVALUATION, NEGOTIATIONS, AND AWARD.

All timely proposals will be evaluated in accordance with the steps described below. The objective of the evaluation process is to identify the proposal that the SCA determines best meets the interests of the RFP. Once the evaluation process has been completed (and any negotiations the SCA desires to conduct have occurred), the Selected Vendor will be required to enter into discussions with the SCA with the goal of completing and executing a Contract setting forth the terms and conditions of the parties' agreement.

5.1 Administrative/Preliminary Review

First, the proposal will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

- The proposal was submitted by the closing date and time in accordance with Section 1.3.
- The proposal is complete and contains all required documents.

5.2 Evaluating Proposal Factors

If the Vendor's proposal passes a preliminary administrative review the Vendor's proposal will be submitted to the SCA Evaluation Team for evaluation and scoring. All assignments of points shall be at the sole discretion of the Evaluation Team.

Responses will be evaluated and scored in accordance with the point allocation in Section 5.3, "Evaluation Criteria."

Each proposal will receive a total score at the conclusion of the evaluation of the RFP Proposal Factors.

The SCA Evaluation Committee will present written findings to the SCA, which will make the final selection.

Any work papers, individual evaluator or consultant comments, notes, or scores are confidential and not open to the public. Only the final results of the SCA Evaluation Committee may be considered public.

5.3 Evaluation Criteria

Proposals will be evaluated by the SCA using the following criteria:

Criteria	Points
Vendor Business Qualifications	100 points
Total Cost of the Resulting Contract	150 points
Relevant Experience	100 points
System Functionality and Environment	150 points
Implementation and Training	100 points
Data Migration and Normalization	50 points
Technical Support and Service-Level Agreement (SLA)	100 points
Project Approach and Plan	100 points
Value-Added Features	50 points
Warranty, Licensing, Ownership, and Maintenance	100 points
TOTAL	1000 points

5.4 Method of Award

Awards will be made in the best interest of the SCA. The responsive and responsible Vendor receiving the highest total score and whose proposal is not rejected will be selected to enter into contract negotiations with the possibility of award. All other considerations being equal, preference will be given to resident Vendors of the State of Alabama. Upon the award of, or the announcement of the decision to award, a Contract, the SCA will inform the Selected Vendor in writing.

5.5 Site Visits and Oral Presentations/Demonstrations

The SCA reserves the right, in its sole discretion, to conduct site visits and to invite Vendors to present and demonstrate their proposal factors to the Evaluation Committee. The SCA will schedule the time and location of these site visits or presentations, if required. This is a fact-finding and explanation session only and does not include negotiation. Based on the site visits and/or presentations/demonstrations, the Evaluation Committee may, at its discretion:

- (a) Add up to 100 points to the total score(s) of one or more of the Vendors participating in the site visits and/or presentations/demonstrations; or
- (b) Remove a Vendor's response from further consideration if the Vendor fails to adequately present/demonstrate its capability to fulfill the proposal factors.

SECTION 6. CONTRACT TERMS AND CONDITIONS

The Contract that the SCA expects to award as a result of the RFP will be based upon the RFP and the successful Vendor's final response as accepted by SCA. The "successful Vendor's final response as

accepted by SCA” shall mean: the final proposal submitted by the Selected Vendor and any subsequent revisions to the Selected Vendor’s proposal, the Contract terms and conditions resulting from to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the SCA, except that no objection or amendment by the Selected Vendor to the RFP requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the SCA has explicitly accepted the Selected Vendor’s objection or amendment in writing.

6.1 Contract Performance

It is contemplated that the Selected Vendor’s CMS will be implemented within twelve (12) months of execution by the SCA and the Selected Vendor of any Contract resulting from the RFP process. The work and professional services to be provided by the Selected Vendor under the Contract shall not be deemed completed until one year after the Selected Vendor receives written notice of Final Acceptance from the SCA.

6.2 Cooperation Between the Selected Vendor and SCA

Parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Parties will share information and provide timely notification to one another in the event of a claim against either party. There will be no settlement of any claim arising out of the performance of the resulting Contract by the Selected Vendor without consultation of the SCA.

6.3 Taxes

The Selected Vendor will be responsible for the payment of any and all applicable county, municipal, State, and Federal taxes, including sales tax, and any other taxes imposed by other governmental entities so authorized.

6.4 Assignment

The Selected Vendor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the SCA. Any purported assignment without the prior written consent of the SCA is void. Any agreement by the SCA or the Selected Vendor to assign any portion of the Contract shall not constitute a waiver by the SCA of the requirement that it consent in writing prior to any subsequent assignments.

6.5 Liability and Indemnification

The Selected Vendor will defend, indemnify, and hold harmless the State of Alabama, the SCA, and their respective officials and employees, from and against any and all loss or damage, including court

costs and attorney fees, for liability claimed against or imposed upon the SCA related to or arising from or as a consequence of the breach of any duty or obligation of the Selected Vendor related to this RFP or resulting Contract; any negligent or wanton acts, errors, or omissions of the Selected Vendor, its officers, employees, agents, representatives, and/or Subcontractors, and their respective officers, employees, agents, or representatives related to, in connection with, or incident to, the performance of the resulting Contract, or arising from or related to Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Selected Vendor and Subcontractors, or claims under similar such laws or obligations. The Selected Vendor's obligations under this Section will not extend to any liability caused by the sole negligence of the SCA or its employee(s).

The Selected Vendor will provide legal representation of the SCA's choice for the SCA, and any officials or employees of the SCA, in defending any lawsuits or claims related to or arising from the RFP, the Selected Vendor's response to the RFP, any resulting Contract, and the CMS. The Selected Vendor will pay all judgments and costs rendered against the SCA or any officials or employees of the SCA in said suits, including attorney fees.

The Selected Vendor will do nothing to prejudice the SCA from recovering against third parties for any loss or damage to the State, and will, upon request of the SCA and at the Selected Vendor's expense, furnish to the SCA reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the SCA, in obtaining recovery.

The SCA assumes no liability for actions of the Vendor and will not indemnify or hold the Vendor harmless for claims based on the Contract or use of the Vendor-provided supplies or services.

6.6 Insurance Coverage

Before signing the Contract, the Selected Vendor must file with the SCA certificate(s) from the Selected Vendor's insurer(s) showing the amounts of insurance carried and the risks covered thereby. At a minimum, coverage must include, but not be limited to, one million (\$1,000,000.00) per occurrence for liability for acts or omissions of the Selected Vendor, its employees, and Subcontractors. Coverage must include, but not be limited to Comprehensive General Liability, Professional Liability (covering errors and omissions), Umbrella Liability, Workers' Compensation Employer's Liability, and insurance covering claims regarding infringement of intellectual property. The Selected Vendor will also be required to name the SCA, before Contract execution, as an additional insured, and shall provide the SCA with certificate(s) from the Selected Vendor's insurer(s) certifying it/they have done so. The coverages required by this Section shall be maintained until the Selected Vendor's performance is complete.

6.7 Bribery Conviction

The Vendor certifies compliance, or agreement to comply, with the following legal requirements:

- No person or business entity will be awarded a contract or subcontract related to this RFP if that person or business entity:
 - Has been convicted of bribery or attempting to bribe an official or employee of the state, or any governmental entity, in that official's or employee's official capacity; or
 - Has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- No business will be barred from contracting with SCA as a result of the bribery conviction of any employee or agent of the business if the employee or agent is no longer employed by the business, and:
 - The business has been finally adjudicated not guilty; or,
 - The business demonstrates to the SCA that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business. When an officer, agent, or employee of a business committed bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible officer of the business, the business will be chargeable with the conduct.

6.8 Disqualification for Misconduct

No person, officer, director, member, subsidiary, or business entity employed by or associated with a Vendor or a Subcontractor who:

- (1) has been convicted of, is presently charged with, is under indictment of, or is under investigation of a felony offense or of a criminal offense involving fraud, theft, embezzlement, forgery, perjury, an ethics violation, or sexual harassment or misconduct; or
- (2) has had a civil judgment rendered against them for fraud or has any civil charges pending against them for fraud,

may be a member of the project team without a written request being made by the Vendor to the SCA and written approval of the member's participation by the SCA.

6.9 Confidentiality

Any documents or information obtained by the Vendor from the SCA in connection with this RFP or the resulting Contract will be kept confidential and will not be provided to any third party unless the SCA approves disclosure in writing. All such documents or information shall be subject to the NDA between the SCA and the Vendor and should be used solely for the purposes of fulfilling the Vendor's obligations under this RFP and any resulting Contract.

6.10 Work Product

All software code, documentation, layouts, procedures, and other work product (each, a "Deliverable") developed by the Selected Vendor pursuant to this RFP and any resulting Contract shall be owned by the SCA and shall be considered work made for hire by the Selected Vendor for SCA. With the sole exception of any preexisting works identified below, the Selected Vendor agrees to assign, and upon creation of each Deliverable hereunder, automatically assigns, to the SCA, its successors and assigns, ownership of all right, title, and interest in each and every Deliverable, insofar as any such Deliverable, by operation of law, may not be considered work made for hire by the Selected Vendor for SCA. From time to time upon the SCA's request, the Selected Vendor and/or its personnel shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as the SCA may request. The Selected Vendor hereby irrevocably appoints and designates the SCA or its agents as the Selected Vendor's agents and attorneys-in-fact to act for and in the Selected Vendor's behalf and instead of the Selected Vendor, to execute such documents and to take such actions as the SCA believes are necessary to accomplish and effectuate the foregoing assignment. The SCA and its successors and assigns shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Deliverables. Without limiting the generality of the foregoing, the Vendor agrees that the State of Alabama is the owner of all data maintained on the systems described in this RFP.

In the event that any Deliverable constitutes a preexisting work or derivative work of any preexisting work, the Vendor shall include in its proposal references to the nature of such preexisting work, its owner, any restrictions or royalty terms applicable to the SCA's use of such preexisting work, and the source of the Vendor's authority to employ the preexisting work in the preparation of the CMS. Unless otherwise specifically approved in writing by the SCA, before initiating the preparation of any Deliverable that is a derivative work of a preexisting work, the Vendor shall obtain on behalf of the SCA, its successor and assigns, the irrevocable, nonexclusive, worldwide, perpetual, royalty-free right and license to (i) use, execute, reproduce, modify, display, perform, license, disclose, distribute internally or externally, and prepare derivative works based upon all preexisting works and derivative works thereof, and (ii) authorize or sublicense others from time to time to do any or all of the foregoing. In no event shall the Vendor use open-source code without the express written authorization of SCA.

6.11 Infringement Indemnification

The Selected Vendor will, at its expense, defend and indemnify the SCA against all claims, asserted by any person, that anything provided by the Selected Vendor infringes a patent, copyright, trade secret, or other intellectual-property right, or misappropriates or violates any proprietary or privacy right and will, without limitation, pay the costs, damages, and attorney fees awarded against the SCA in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the SCA for its use or operation of the items provided by the Selected Vendor hereunder, or any part thereof, by reason of any alleged infringement, the Selected Vendor will, in addition to its indemnification obligations, at its expense:

- modify the item so that it becomes non-infringing but equivalent in performance and functionality;
- procure for the SCA the right to continue to use the item;
- substitute for the infringing item other item(s) having at least equivalent performance and functionality;
- or, if none of the foregoing is reasonably feasible, refund to the SCA an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the SCA may incur to acquire substitute services.

6.12 Representations and Warranties

The Selected Vendor represents and warrants (i) that it has and will have full and sufficient right to assign or grant the rights granted in the CMS pursuant to this RFP and any resulting Contract; (ii) that the CMS, as well as each Deliverable, does not and will not infringe any patents, copyrights, trademarks or other intellectual-property rights (including trade secrets), privacy, proprietary, or similar rights of any third-party, nor has any claim (whether or not embodied in an action, past or present and, including without limitation, any cease and desist letter) of such infringement been threatened or asserted, or is pending, against the Selected Vendor (or, insofar as the Selected Vendor is aware, any entity from which the Selected Vendor has obtained such rights).

The Selected Vendor represents and warrants (i) that all services shall be performed in a timely, professional, and workmanlike manner and in accordance with industry best practices and the terms of this RFP and any resulting Contract; (ii) that the CMS, as well as each Deliverable, will function on the hardware and with operating systems for which they are designed; (iii) that the CMS, as well as each Deliverable, will conform to the specifications and functions set forth in the documentation

relating thereto; and (iv) that the Selected Vendor will perform all work called for hereunder in compliance with applicable law.

The Selected Vendor represents and warrants that the CMS, and each Deliverable, do not and will not contain any program routine, device, code, or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, spyware, bug, error, defect, or trap door, that is capable of (or allowing any untrusted party to be capable of) accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming the Deliverables or CMS, any SCA computers, networks, data or other electronically stored information, or third-party computer programs or systems (collectively “Disabling Procedures”). If the Selected Vendor incorporates into the CMS programs or routines supplied by other vendors, licensors, or contractors, the Selected Vendor shall obtain comparable warranties from such other providers or the Selected Vendor shall take appropriate action to ensure that such programs or routines are free of Disabling Procedures. Notwithstanding any other limitations in this Agreement, the Selected Vendor agrees to notify the SCA immediately upon discovery of any Disabling Procedures that are or reasonably suspected to be included in the CMS, Deliverables, code or documentation, and if Disabling Procedures are discovered or reasonably suspected to be present in the CMS, Deliverables, code or documentation, the Selected Vendor, at its entire liability, agrees to take action immediately, at its own expense, to identify and eradicate (or equip the SCA to identify and eradicate) such Disabling Procedures and carry out any recovery necessary to remedy any impact of such Disabling Procedures.

6.13 Compliance

All work completed under the resulting Contract must be in compliance with all applicable Federal, state, and local laws, rules, and regulations. The Selected Vendor certifies that it is in compliance, and will remain in compliance, with all Federal, state, and local laws as well as all pertinent SCA procedures in the performance of any resulting Contract.

The Vendor certifies that it is compliant (and, where applicable, its proposed solution) in the following areas:

- SOC 2: Service Organization Control 2, reports on various organizational controls related to security, availability, processing integrity, confidentiality, and/or privacy.
- PCI: Payment Card Industry compliance, an information-security standard for organizations that handle branded credit cards from the major card schemes.
- HIPAA: The Health Insurance Portability and Accountability Act—standard for sensitive patient-data protection.

- IRS 1075: Framework of compliance regulations to ensure federal tax information ("FTI"), is treated with adequate security provisioning to protect its confidentiality.
- SOC 1 - SOC for Service Organizations: Internal Control over Financial Reporting ("ICFR").
- Report on Controls at a Service Organization Relevant to User Entities' ICFR.
 - Type 1 – report on the fairness of the presentation of management’s description of the service organization’s system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
 - Type 2 - report on the fairness of the presentation of management’s description of the service organization’s system and the suitability of the design and operating effectiveness of the controls to achieve the related control objectives included in the description throughout a specified period.

The Vendor further certifies that it:

- Will refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- Will have written sexual-harassment policies that comply with the UJS’s policy, to include, at a minimum, the following information:
 - the illegality of sexual harassment;
 - the definition of sexual harassment;
 - the Vendor’s internal complaint process, including penalties;
 - the legal recourse, investigative, and complaint process available through the Vendor;
 - directions on how to contact the Vendor; and
 - protection against retaliation.
- Is currently enrolled with the Department of Homeland Security (“DHS”) E-Verify system, and will not knowingly hire or continue to employ persons who are not either citizens of

the United States or person(s) who are not in proper and legal immigration status authorizing them to be employed in the United States;

- Will include a provision in all subcontracts that requires all Subcontractors to utilize the E-Verify system to verify employment eligibility of all persons employed during the Contract term. If requested, Subcontractor must provide documentation as identified above;
- Will maintain a drug-free workplace. The Vendor certifies that no individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of any illegal drug or controlled substance will be eligible for employment by the Vendor or its Subcontractor under the resulting Contract;
- Acknowledges and understands that any employee or Subcontractor employee will be subject to, and will comply with, all security regulations and procedures of the SCA at the various institutions, the SCA ITS, and the Alabama Office of Information Technologies;
- Acknowledges that the SCA may conduct a background check of any employee of the Selected Vendor or its Subcontractors, and a security check of an employee's person and personal property (including his/her vehicle), and based on the results of such checks, may prohibit an employee from entering the Building in accordance with SCA regulations. Additionally, any employee of the Selected Vendor or any of its Subcontractors found to have violated any security regulation may be barred from entering the Building or any AACS remote office; and
- Will have appropriate certifications, permits, and licenses in accordance with Federal and state law. The Vendor and its Subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations and payment of all taxes.

6.14 Other Terms

- a. The Contract will consist of this RFP, relevant portions of the Selected Vendor's proposal that are expressly adopted by the SCA, any changes or modifications made during the negotiation process, and the written agreement between the SCA and the Selected Vendor resulting from the RFP process. The Contract, including any attachments, will constitute the entire Contract between the Selected Vendor and SCA. The executed Contract could be subject to review and approval by the Legislative Contract Review Committee. Modifications and waivers must be in writing and signed or approved by an Authorized Representative of the Selected Vendor and the SCA to be binding. Amendments or modifications may also be subject to review and approval, in accordance with state law.

- b. No interpretation of any provision of the RFP or the resulting Contract, including applicable specifications, is binding on the SCA unless furnished and agreed to in writing by SCA.
- c. The SCA will not be liable to pay the Selected Vendor for any goods provided, services performed, or expenses paid related to the Contract incurred prior to the beginning of, or after termination or completion of, the Contract.
- d. Any work or service performed on State of Alabama premises and through access to AACS ITS controlled/maintained environments will be done through coordination with ITS, and will, in any event, be performed so as to minimize inconvenience to the SCA and its personnel and minimize interference with the operation of SCA.
- e. The Selected Vendor shall be an independent contractor. The Selected Vendor, its agents, Subcontractors, and employees will not be considered to be agents, distributors, or representatives of SCA. Further, neither the Selected Vendor nor any employees of the Selected Vendor will be entitled to participate in any retirement or pension plan, group insurance program, or other program designed to benefit employees of the SCA or under the Alabama Merit System Act, codified at §36-26-1 et seq., Ala. Code 1975.
- f. The Selected Vendor who executes the awarded Contract is contractually responsible for the total performance of the Contract. Subcontracting may be allowable at the sole discretion of the SCA, but must be disclosed as a part of the proposal or otherwise approved in advance in writing by the SCA. Any approval by the SCA of any subcontract or Subcontractor shall not constitute a waiver by the SCA to consent to or approve any other subcontract or Subcontractor. Any subcontract shall be subject to the following conditions:
 - i. Any Subcontractor providing services required in the RFP or in the awarded Contract will meet or exceed the requirements set forth in the RFP; and
 - ii. The SCA will not be bound to any terms and conditions included in any the Vendor or Subcontractor documents. No conditions in Subcontractor documents in variance with, or in addition to, the requirements of the RFP or any resulting Contract will in any way affect the Selected Vendor's obligations under the resulting Contract.
- g. The Selected Vendor will be fully responsible for the negligent acts and omissions of its agents, employees, and/or Subcontractors in their performance of the Selected Vendor's duties and obligations under the resulting Contract. The Selected Vendor represents that it will use the services of Subcontractors and individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the SCA determines that any Subcontractor or individual performing services for the Selected Vendor is not providing such skilled services, the SCA will promptly notify Selected Vendor and the Selected Vendor will replace that

Subcontractor or individual.

- h. The Selected Vendor, or its Subcontractors or employees who perform services requiring a license or certification, will have and maintain said required licenses or certifications at all times during the performance of services for SCA.
- i. If the Selected Vendor is unable to secure or maintain Subcontractors or individuals named in the Contract to render the services set forth in the Contract, the Selected Vendor will not be relieved of its obligations to complete performance. The SCA, however, will have the option to terminate the Contract upon written notice to Selected Vendor.
- j. The Selected Vendor and its Subcontractors will maintain books and records related to the performance of the Contract or subcontract and necessary to support amounts charged to the SCA in accordance with applicable law, terms and conditions of the Contract, and generally accepted accounting practices. The Selected Vendor and its Subcontractors will maintain these books and records for a minimum of three (3) years after the completion of the Contract, final payment, or completion of any Contract audit or litigation, whichever is later. All books and records will be available for review or audit by the SCA, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal Business Hours. The Selected Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment by the SCA, the Selected Vendor will immediately remit all amounts that may be due to SCA. Failure of the Selected Vendor or its Subcontractors to maintain the books and records required by this Section will establish a presumption in favor of the SCA for the recovery of any funds to the SCA under the Contract for which adequate books and records are not available to support the purported disbursement.
- k. If any term or condition of any resulting Contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and conditions of the Contract, and such Contract will be interpreted as far as possible to give effect to the parties' intent.
- l. Changes can be made to any Contract in any of the following ways:
 - i. The parties may agree in writing to modify the scope of the Contract; provided, however, that they may not increase the amount of the Contract except as provided in subsection 6.14 l.ii. below. An increase in the amount or extension of time of the Contract resulting from such modification or extension shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract and subject to the process set forth in Section 6.14(a); or
 - ii. The SCA may order changes within the general scope of the Contract at any time by written notice to the Selected Vendor. Changes within the scope of the Contract include, but are not limited to, number of users or deadlines. The

Selected Vendor shall comply with the notice upon receipt. The Selected Vendor shall be allowed to adjust the amount of the Contract to compensate for any additional costs or savings incurred as the result of such order. Said compensation shall be determined by mutual agreement of the parties in writing and may be subject to the provisions of Section 6.14(a).

- m. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213, of the Constitution of Alabama 1901. For any and all monetary disputes arising under the terms of this RFP or the resulting Contract, the Selected Vendor's sole remedy is to file a claim with the Board of Adjustment for the State of Alabama.

For all other disputes arising out of or relating to this contract, or the alleged breach thereof, the parties agree to negotiate a settlement in good faith. The parties may also elect to attempt to resolve their dispute through nonbinding mediation conducted by a mediator registered with the Alabama Center for Dispute Resolution. The mediator is to be mutually selected by the parties. If the parties choose to mediate, the mediation shall occur within 30 days before a party resorts to litigation or some other dispute resolution procedure. Mediation shall occur in Montgomery, Alabama, unless otherwise agreed to in writing by the parties.

- n. The SCA may terminate any Contract resulting from this RFP without penalty to the SCA, or further payment required, in the event of:
 - i. Any breach of the Contract that, if susceptible of being cured, is not cured within ten (10) days of the SCA's giving notice of breach to the Selected Vendor including, but not limited to, failure of the Selected Vendor to comply with covenants, representations, warranties, and certifications, and/or to maintain insurance;
 - ii. Commencement of a proceeding by or against the Selected Vendor under the United States Bankruptcy Code or similar law, or any action by the Selected Vendor to dissolve, merge, liquidate, or transfer ownership of all or substantially all of its assets to a third-party;
 - iii. Material misrepresentation or falsification of any information provided by the Vendor in the course of any dealing between the SCA and the Vendor or between the Vendor and any state agency, to include information provided in Vendor's proposal;
 - iv. For the unavailability of funds appropriated or available to the SCA; and;
 - v. For convenience of the SCA, after thirty (30) days written notice to the Selected Vendor.

- o. Should the Selected Vendor at any time during the course of a resulting Contract: fail to perform the services according to the specifications required in the RFP and/or the resulting Contract with diligence and in a timely manner; or fail to perform any obligation contained in the resulting Contract, the SCA will have the option, after ten (10) days written notice to the Selected Vendor, to take any one or more of the following actions:
 - i. Withhold any moneys then or next due to the Selected Vendor;
 - ii. Provide such services, materials, supplies, equipment, and labor as may be necessary to complete said work and bring the rendition of the services up to the specification and standards required in the RFP or awarded Contract and pay for same. The Selected Vendor will immediately remit the amount so paid upon presentation of documentation from SCA; or
 - iii. Terminate the Contract, consistent with Section 6.14(n).
- p. Any Contract termination notice shall not relieve the Selected Vendor of the obligation to return any and all documents and data provided or generated as a result of this RFP, including but not limited to any works in progress for which the SCA has rendered payment.
- q. If the SCA terminates for convenience, the SCA will pay the Selected Vendor for services satisfactorily provided and for authorized expenses incurred up to the date of termination.
- r. The Vendor agrees that the Contract must be governed by and construed in accordance with Alabama law. Any dispute arising from this contractual relationship that is not required to go before the Board of Adjustment for the State of Alabama shall be decided solely by State or Federal Courts located in Montgomery, Alabama.
- s. If any term or provision of the Contract is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- t. The parties acknowledge and agree that the Selected Vendor must be free of conflicts of interest in accordance with all federal and state regulations while performing the duties within the Contract and any amendments. The Selected Vendor and the SCA agree that each has no conflict of interest preventing the execution of the Contract, and said parties will abide by applicable state and federal regulations, specifically those requirements found in the Office of Federal Procurement Policy Act. 42 U.S.C.A. §§2101 through 2107.

- u. None of the Selected Vendor's or a Subcontractor's services under this Contract shall be performed and no data, record, documents, or other information related to this Contract shall be collected, stored, handled or accessed by Vendor or its Subcontractors at any location outside of the United States.
- v. Any notice given to the SCA under the resulting Contract will be submitted in a timely manner. Notices will be mailed to the Supreme Court of Alabama, Attn: Mr. Richard Fiore, 300 Dexter Avenue, Montgomery, Alabama 36104. Notices to the Selected Vendor will be mailed to the address shown in its submitted proposal, unless otherwise specified in the resulting Contract.
- w. Proration. Any provision of this Contract to the contrary notwithstanding, in the event of the failure of the SCA to make payment hereunder as a result of proration of appropriated funds for the State having been declared by the Governor pursuant to §41-4-90 et seq., Code of Alabama (1975), the SCA will have the option, in addition to the other remedies of the Contract, of renegotiating the contract as to payment terms or amounts, or of terminating the Contract with sixty (60) days written notice by the SCA to the Selected Vendor.
- x. Non-appropriation. The parties acknowledge and agree that the SCA shall have the option to terminate this contract at the end of any fiscal year of the State of Alabama in the event the State fails to appropriate funds to make payments under this Contract for the ensuing fiscal year.

APPENDIX I. ATTACHMENTS.

Attachment A. Proposal Submission Envelope Label Sample

Vendor's Name
Vendor's Address

Supreme Court of Alabama
Attn: Richard Fiore
300 Dexter Avenue
Montgomery, Alabama 36104

SCA - RFP – 2020-01
RFP Hour and Due Date:
4:00 p.m. CT, 29 July 2020

Attachment B. Nondisclosure Agreement.

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT ("Agreement") is entered into by and between the Supreme Court of Alabama ("the SCA") and **[Insert legal name of Vendor]** ("Vendor"), with a place of business located at **[Insert Vendor's Address]**, effective as of **[Insert Date]** ("the Effective Date"). In consideration of the mutual promises and covenants set forth herein, the adequacy of which are hereby acknowledged, the parties mutually agree as follows:

1. **Protected Information.** "Protected Information" includes, without limitation, non-public information developed, collected, or created by the SCA or at the SCA's expense or direction including, without limitation, software, code, layouts, displays, screen captures, information, data, processes, computer structures and strategy, filing, storage, and accounting processes, user information, existing software-system information, and court information disclosed to Vendor or to which Vendor has access, including all information disclosed in the Pre-Evaluation Meeting. Protected Information shall also include, without limitation, all analyses, compilations, forecasts, schedules, studies, or other notes or documents prepared by Vendor that contain or reflect, or are generated from, any such information.
2. **Purpose of Disclosure.** The Protected Information is made available by the SCA to Vendor for the sole purpose of assisting Vendor in preparing a response to RFP No. 2020-01: Case Management System and, if the vendor is selected, assisting Selected Vendor with performing the services for the SCA under the RFP and any resulting Contract ("Purpose"). Vendor shall use the Protected Information only for the foregoing Purpose and shall make no other use of the Protected Information without the express prior written consent of the SCA.
3. **Rights in Protected Information.** No license or other right, express or implied, in the Protected Information is hereby transferred to Vendor, including any license by estoppel or otherwise, under any patent, trade secret, trademark, or copyright now held by, or which may be obtained by, or which is or may be licensable by the SCA. Vendor shall not reverse engineer the Protected Information or any portion thereof. Furthermore, Vendor shall not make, have made, use or sell for any purpose any product or other item or offer any service using, incorporating, or derived from any Protected Information unless and only to the extent that Vendor is the Selected Vendor and provides services under the RFP and any resulting Contract to the SCA. Any use of the Protected Information for Vendor's own case-management-system products or services shall be an inevitable disclosure of the Protected Information.
4. **Duty to Safeguard Protected Information.** Vendor agrees to hold and use the Protected Information in strictest confidence and to take all steps to maintain the secrecy and/or non-public nature of the information. Vendor shall limit the disclosure of the Protected Information to only those employees and permitted Subcontractors of Vendor who have a need to know consistent with the Purpose. Vendor shall be responsible for any breach of this Agreement by any of its employees or permitted Subcontractors. If disclosure to any other person or entity is required to accomplish the Purpose, Vendor must first obtain the prior written consent of the SCA.

5. **Required Disclosures**. In the event Vendor is requested or required by court or governmental order to disclose any of the Protected Information, Vendor shall notify the SCA promptly in writing so that the SCA may seek a protective order or other appropriate remedy. Vendor agrees not to oppose any action by the SCA to obtain such protective order or other remedy. Whether or not such protective order or other remedy is obtained, Vendor agrees that it will furnish only that portion of the Protected Information that it reasonably believes, after receiving the advice of counsel, is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the information so disclosed.

6. **Return or Destruction of Protected Information**. Upon written request from the SCA or upon the expiration or termination of this Agreement, Vendor shall, not later than five (5) business days after the date of such request, expiration, or termination, return or destroy, in the SCA's discretion, the Protected Information in its possession and any and all copies thereof. Upon request of the SCA, an officer of Vendor shall certify such destruction in writing. The return or destruction of documents shall not relieve Vendor or its employees from the nondisclosure and non-use restrictions herein.

7. **Term of Agreement and Expiration of Confidential Status**. This Agreement shall begin on the Effective Date and shall continue for a Vendor until the SCA selects the Selected Vendor and for the Selected Vendor until the RFP and any resulting Contract is complete. The duties of nondisclosure and non-use relative to Protected Information shall continue for five (5) years following expiration or termination of this Agreement. The duties of nondisclosure and non-use relative to trade secrets shall continue for as long as the Protected Information remains a trade secret under applicable law.

8. **Enforcement**. Vendor recognizes that unauthorized use or disclosure of the Protected Information may give rise to irreparable injury to the SCA, inadequately compensable in damages, and that the SCA may seek and obtain injunctive relief against the breach or threatened breach of Vendor's obligations under this Agreement, in addition to any other legal remedies that may be available to the SCA.

9. **Disclaimer of Warranty**. NOTHING IN THIS AGREEMENT SHALL OBLIGATE THE SCA TO DISCLOSE TO VENDOR ANY PARTICULAR INFORMATION. THE PROTECTED INFORMATION IS PROVIDED AS IS, WHERE IS, AND WITH ALL FAULTS, AND THE SCA EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND ASSURANCES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROTECTED INFORMATION, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, EFFICACY, OR SAFETY.

10. **Business Relationship**. Neither party is required by virtue of this Agreement or by any course of dealing to enter into a commercial or business relationship with the other party. Nothing contained in this Agreement shall be construed as creating any joint venture, partnership, or other formal business organization or agency arrangement. At all times, the parties shall be independent contractors. Nothing contained herein shall be construed as creating an exclusive dealing agreement. Each party is free to enter into similar agreements or to obtain similar goods, services,

and/or information from another contractor, vendor, buyer, or source at anytime.

11. **Partial Invalidity.** In the event any provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding such illegality or unenforceability, this Agreement shall continue in full force and effect and there shall be substituted for such illegal or unenforceable provision a like but legal and enforceable provision that most clearly effects the intention of the original provision. In the event a like but legal and enforceable provision cannot be substituted, the illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect.

12. **Non-Waiver.** No provision of this Agreement shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by a duly Authorized Representative for the SCA. No consent by the SCA to, or waiver by the SCA of, a breach by Vendor, whether express or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach.

13. **Non-Assignment of Agreement.** This Agreement shall not be assigned by Vendor without express prior written consent of the SCA. Subject to the preceding sentence, this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns, if any, of the parties.

14. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed duly given upon actual delivery if delivery is by hand (against receipt) or on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or on the next business day after being sent by a nationally recognized overnight courier service that provides proof of receipt. All notices shall be directed to the other party at the addresses set forth above or in the RFP, or to any other address as the parties may designate by notice delivered pursuant to this provision.

15. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties and supplements the RFP under which it is issued. This Agreement supersedes and merges all prior oral and written understandings, representations, and discussions between them respecting the subject matter of this Agreement. Any capitalized terms not defined herein shall have the meaning given them in the RFP. In the event of a conflict between the RFP and this Agreement, this Agreement shall control with respect to the subject matter hereof. No rights, obligations, or terms other than those expressly recited herein are to be implied from this Agreement. There shall be no changes, amendments, alternatives, or exceptions to this Agreement ("Changes") unless such Changes are in writing and signed by an Authorized Representative of each party. This Agreement shall be governed by, subject to, and construed in all respects in accordance with the laws of the State of Alabama without regard to such state's conflict of laws principles.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate originals by its duly authorized representative on the respective dates entered below.

Supreme Court of Alabama

[VENDOR]

By: _____

By: _____

Name: _____

Name: _____

(typed or printed)

(typed or printed)

Title: _____

Title: _____

Date: _____

Date: _____

Notary: _____

My Commission Expires: _____

Attachment C. Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535, Ala. Acts 2011, as Amended by Act No. 2012-491, Ala. Acts 2012)

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (*describe by number or subject*): _____ **by**
and between _____ **(Contractor/Grantee)** **and**
_____ **(State Agency or Department**
or other Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011- 535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____(b) The Contractor/Grantee is not is a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this ___ day of _____ 20__.

Name of Contractor/Vendor/Grantee/Recipient By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20__.

NOTARY PUBLIC: _____

My Commission Expires: _____

Attachment D. Immigration Form

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Vendor

By: _____

Its: _____

NOTARY PUBLIC: _____

My Commission Expires: _____

Attachment E. Certificate of Compliance with Act No. 2016-312, Ala. Acts 2016 (Anti-Boycott Certification Form)

CERTIFICATE OF COMPLIANCE WITH ACT NO. 2016-312

DATE: _____

Re: Contract/Grant/Incentive (describe by number or subject):

_____ by and between _____
(Contractor/Grantee) and _____ (State Agency, Department or Public Entity).

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act No. 2016-312, Ala. Acts 2016.
2. In compliance with Act No. 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this _____ day of _____, 20__.

Name of Contractor/Vendor/Grantee/Recipient

By: _____

Its: _____

The above certification was signed in my presence by the person whose name appears above on this the _____ day of _____, 20__

Notary Public: _____

My Commission Expires: _____

Attachment F. (Anti-) Collusion/Fraud Statement

(ANTI-) COLLUSION/FRAUD STATEMENT

By submitting a response to the RFP, I hereby attest that Vendor's response to the RFP is made without any understanding, agreement, or connection with any other person or entity submitting a response to this RFP and that Vendor's response is in all respects fair and without collusion or fraud. The undersigned is authorized to sign for this Vendor.

Signature of Vendor

By: _____

Its: _____

Sworn to and subscribed before me this the _____ day of _____, 2017.

NOTARY PUBLIC: _____

My Commission Expires: _____

Attachment G. Certification of Ownership and Indemnification

CERTIFICATION OF OWNERSHIP AND INDEMNIFICATION

I hereby attest and certify that the Vendor is either the lawful owner of any proprietary licenses, patent, copyrights or proprietary trade secrets used in the development and/ or

implementation of the Case Management Solution or that the development/ implementation of the Case Management Solution is a result of or will be as a result of the Vendor's original work. I further attest and certify that the Vendor agrees to defend and indemnify the Supreme Court of Alabama and the State of Alabama against any claim by a third person or party alleging infringement of any license, patent, copyright, or proprietary trade secret.

Signature of Vendor

By: _____

Its: _____

NOTARY PUBLIC: _____

My Commission Expires: _____

Attachment H. Disclosure Statement.

(Also available at <http://eforms.alacourt.gov/media/aojmu0qb/state-of-alabama-disclosure-statement.pdf>)



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
--------------------------	---------	---------------------------------------------	--------------------------------------------

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Attachment I. Cost Proposal Templates.

SCA Out-of-Pocket Costs to Vendor

Vendor:						
Authorized Signature:					Date:	
Category	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Ongoing Years
Licensing						
Hosting						
Implementation						
Training						
Maintenance						
Project Management						
Documentation						
Other Costs (add rows as necessary)						
Total Annual Cost (show for each year)						
TOTAL COST for First 5 Years \$						

NOTE: All Costs must be shown in U.S. dollars

Estimated Internal SCA Costs

Vendor:						
Authorized Signature:					Date:	
Category	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Ongoing Years
Licensing						
Hosting						
Implementation						
Training						
Maintenance						
Project Management						
Documentation						
Other Costs (add rows as necessary)						
Total Annual Cost (show for each year)						
TOTAL COST for First 5 Years						
\$						

Attachment J. Solution Proposal Cover Sheet

Supreme Court of Alabama

Alabama Appellate Court Case Management System

SOLUTION PROPOSAL

RFP#SCA-RFP-2020-01

Due Date: 29 July 2020 4:00PM CT

Company Submitting the Proposal: _____

Proposal Submitted By (Company Representative): _____

Contact Information for Company Representative:

Email _____

Phone _____

Address _____

Attachment K. Cost Proposal Cover Sheet

Supreme Court of Alabama

Alabama Appellate Court Case Management System

COST PROPOSAL

RFP#SCA-RFP-2020-01

Due Date: 29 July 2020 4:00PM CT

Company Submitting the Proposal: _____

Proposal Submitted By (Company Representative): _____

Contact Information for Company Representative:

Email _____

Phone _____

Address _____

Attachment L. High-Level RFP Checklist

The following items should be understood before Vendors initiate their responses to the RFP. This is provided for assistance only and is not to be considered a list of proposal submission requirements, which are provided elsewhere throughout the RFP.

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contract requirements (e.g., contract performance security, insurance requirements, performance and/or reporting requirements, etc.). Note the interactions among response and RFP sections; initiating the response before seeing the “big picture” can be very counterproductive.
2. _____ **Note the SCA Issuing Officer, address, phone numbers, and email address.** This is the only person the Vendor is allowed to communicate with regarding the RFP.
3. _____ **Take advantage of the “question and answer” period.** Submit questions to the SCA Issuing Officer by the due date(s) listed in Section 1.3 and view the answers as posted on judicial.alabama.gov.
4. _____ **Use the forms provided,** such as Disclosure Statement and Cost Templates. Alternative forms will not be accepted.
5. _____ **Check the State’s web site for RFP addenda.** It is the Vendor’s responsibility to check the web site given in Item 3 above for any addenda issued for this RFP. No other notification will be provided. Vendors must submit signed Cover Sheets for each addendum issued along with the RFP response.
6. _____ **Review and read the RFP document again** to make sure that all requirements have been addressed. The original response and the requested copies must be identical and be complete.
7. _____ **Submit the response on time.** Note all the dates and times listed in Section 1.3 and within the document, and be sure to submit all required items on time. Late proposal responses will lead to disqualification.

This checklist is provided for assistance only and must not be submitted with Vendor’s Response.

Attachment M. Proposal Compliance Checklist

NOTICE TO VENDOR:

It is highly encouraged that the following checklist be used to verify completeness of Proposal content. ***It is not required to submit this checklist with your proposal.***

Vendor Name

Issuing Officer

Review Date

*Proposals for which **ALL** applicable items are marked by the Issuing Officer are determined to be compliant for responsive proposals.*

<input checked="" type="checkbox"/> IF CORRECT	BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Vendor's original proposal received on time at correct location.
<input type="checkbox"/>	2. Vendor submitted the specified copies of proposal and in electronic format.
<input type="checkbox"/>	3. The Proposal includes a completed and signed Transmittal Letter and Cover Sheets.
<input type="checkbox"/>	4. The Proposal is a complete and independent document, with no references to external documents or resources.
<input type="checkbox"/>	5. Vendor submitted signed acknowledgement of any and all addenda to RFP.
<input type="checkbox"/>	6. The Proposal includes written confirmation that the Vendor understands and must comply with all of the provisions of the RFP.
<input type="checkbox"/>	7. The Proposal includes Relevant Experience as described in Section 4.1
<input type="checkbox"/>	8. The Proposal includes a corporate background as described in Section 2.5
<input type="checkbox"/>	9. The Proposal includes a detailed description of the plan to design, develop, and implement the new CMS for the Supreme Court of Alabama as outlined in the RFP regarding each element listed in Section 4.

Attachment N. Intent to Attend Pre-Evaluation Vendor Meeting Notification

This form acknowledges that _____ (company name) intends to attend the Pre-Evaluation Vendor Meeting for the RFP. This conference is **mandatory** for all vendors that will be submitting a response to the RFP. This sheet must be received at least five (5) business days in advance of the conference.

COMPANY NAME

REPRESENTATIVE'S NAME and TITLE

(List all attending. The SCA must be notified in advance of changes in representation.)

COMPANY ADDRESS

Phone: _____ Fax: _____

Email: _____ DATE: _____

APPENDIX II. FUNCTIONALITY MEASURES

This is the Functionality Response Matrix (see Sections 1.2.2 and 4.3).

The following provides descriptions for each column in the Functionalities sheets that follow, e.g., Case Management System (CMS):												
Column Title		Column Description										
Functionality		Unique Identifier for each Functionality										
Vendor Availability Response (A thru G)		Using the Availability Definitions below, enter the letter that best describes the availability of the functionality. This response is required for EUSIR functionality or else it will get a score of zero.										
Vendor Proposed Solution Reference		Indicate the vendor's numeric action identifier(s) within the vendor's section 4.3 narrative response that addresses the fulfillment of this requirement within the proposed solution.										
Vendor Project Plan Reference**		Indicate the vendor's numeric action identifier(s) within the vendor's section 4.7 response that addresses the implementation and testing of this requirement within the project plan.										
MAY/YY		The month and year entry required if the Vendor Availability Response is either D or E										
* A Scored Column, the cell must be populated in accordance with the column description												
** Cell must accurately reference the related numeric action identifier in the Vendor's response to receive scoring credit for this requirement row												
Vendor Availability Response Definitions:												
A		Place an A in this column if the required functionality is either currently Available, or will be Available on Day 1 of the vendor's implementation plan for the proposed solution with no further need of configuration.										
B		Place a B in this column if the required functionality is Available but requires Vendor configuration. This column should be used only in the situation where a built-in capability exists to easily configure the functionality without a development effort.										
C		Place a C in this column if the required functionality is not currently Available, but it is in Development, and it will be Available before the end of year 3.										
D		Place a D in this column if the required functionality will only be Available via a Vendor design and development effort. In this situation, provide the month and year (in the MAY/YY column) when this release will be Available for implementation.										
E		Place an E in this column if the required functionality is not Available and it is not feasible to develop it as part of the core product. Also, place an E if the required functionality is in development but will not be in general release by the end of year 3. In this situation, provide the MAY/YY when this release will be Available for implementation.										
The following provides more detailed descriptor for the contents of each sheet in this file (see also Section 4.3 Minimum Functionalities)												
- Accounting - Accounting												
- System - System-Wide or General												
- CMS - Case Management System												
- CMS - Document Management System												
- eBilling - eBilling												
- Interfaces - Interfaces/Integration with other systems												
- Public Access (Public) - Public Access												
- Analytics - Reporting and Analytics												
- Business Rules Engine (Rules) - System-Wide Business Rules Engine												
- Identity Management (Identity) - System-Wide Identity Management												
- Security - System-Wide Security												
- Workflow Engine (Workflow) - System-Wide Workflow Engine												

Suggested approach. There are nearly 200 items that must be addressed in this spreadsheet. It is expected that Vendor responses will be organized into "Component Aggregates," found in section 4.3. This will be useful in not only combining defined items but also in combining the requirements that those deliverables will satisfy. As such, the Vendors will be expected to organize their responses and number their response sections and subsections within Sections 4.3 and 4.7, consistently with the definitions of these aggregates. Cross-reference tables are suggested in mapping Functionalities to the defined aggregates. When this is done it would be expected that all requirements within a given aggregate might have similar or identical responses in the following sheets.

ID	Accounting	Functionality	Vendor Available	MM/YYYY	Vendor Proposed Solution Reference (Section 4.3)	Vendor Project Plan Reference (Section 4.7)
	Credit card and other related processes		Response (A thru E)			
175		Must be PCI-compliant				
	Financial Management System					
209		The ability to print deposits in detail by adding check amount, case number and date deposited.				
49		Ability to integrate billing functions and receipting (e.g., ACIS system, e-file, subscriber)				
54		Ability to have notification of In Forma Pauperis (IFP) status granted/denied, docket fee paid, or, if additional docket fee is required for permissions to appeal applications, additional docket fee paid.				
55		Ability to track and/or note non-sufficient funds for a specific case.				
61		Ability for internal accounting system to be compatible with ACIS billing or any future external payment systems monthly reconciliation (e.g., reports, invoices, marked as paid manually, user's purchase of documents).				
53		Ability to have internal financial functionality (i.e., reports, docket fees, tracking encumbered money) that tracks and processes the different internal financial-accounting categories (i.e., personnel, benefits, travel (in-state and out-of-state), professional services, equipment).				
56		Ability to lock/unlock a docket-fee transaction associated with a case, i.e., control editing of accounting features to specified individuals for purposes of checks and balances and for auditing purposes				
57		Ability to determine required fee for desired court filing or document based on pre-defined schedule, to track and/or receipt docket fees or case-related fees, and to print receipts.				
58		Ability to have financial functions, e.g., internal accounting, warranties, contracts, tracking, and reporting for moneys internally, and the ability to upload and access documents related to these functions, such as bank statements.				
60		Ability to have internal accounting system with the capability to track all money, not only case-related money, that comes into the ACIS, and to automatically assign the current date to all receipts.				

ID	System	Functionality	Vendor Available		Vendor Proposed Solution		Vendor Project Plan Reference (Section 4.7)
			Response (A thru E)	MM/YYYY	Reference (Section 4.3)		
159	Auditing and Logging	Ability to maintain, track, and display system usage history (i.e., system logging).					
161		Ability to keep access-user logs to see who had access to a case or document.					
140	Database for Overall System						
139		Ability to have database encryption (database must be open to designated SCA IT staff).					
138	General Technical Requirements	Ability to support clustered and fail-over support functionality at the application and database-server level.					
163		Ability to have error checking and field validation.					
166		Ability for remote access with full functionality.					
168		Ability to provide non-repudiation/audit trails that show users logged in to the system, when they logged on, and which parts are accessed. The system will allow SCA IT Staff to view all information concerning log-in in real time and allows SCA IT Staff to force log-off.					
174		Ability for designated satellite offices/remote locations to function via 10 Mb data circuit or greater.					
86		Must address SOCL, SOC 2 Type II, IRS 1075 and HIPAA compliance					
88		Ability to run on all major browsers as necessary to support functionality.					
91		Ability to adjust length of timeout sessions.					
89		Ability to have multiple concurrent CMS sessions.					
137		Allow modifications by courthouse personnel to the Web site portion of the system					
		Ability to include data-disaster-recovery functions/process to restore the existing system state of the database.					
87	Responsive Design for non-PC Devices						
		Ability to support access through multiple mobile-device platforms.					
	System-Wide Search Engine						
75		Ability to index and search for words, phrases, Boolean, etc., within a document, documents, files, and across all databases internal and external. Examples include ability to automatically search names and aliases, trial court numbers, and attorneys for tracking related case matters (ability to cross reference).					
76	Archiving	Ability to provide simple, user-friendly search capability to query CMS database in order to build customized reports based on user demand.					
73							
	Software-Maintenance Fee for CMS	Ability for an archiving process (archived data must be searchable, have restore capability, and be accessible)					
176		Must be able to function and retain data even if maintenance / upgrade payments not made or contract terminated					

ID	CMS	Functionality	Vendor Available		Vendor Proposed Solution		Vendor Project Plan Reference (Section 4.7)
			Response (A thru E)	MM/YYYY	Reference (Section 4.3)		
	Case Management System						
3		Ability to print copies that match the electronic copy.					
12		Ability to populate automatically (and edit manually if necessary) fields for envelopes and documents, to print them, and to select the number to be printed.					
8		Ability to print file-folder labels with specified fields of case/matter information					
34		Ability to print file-folder labels with specified fields of case/matter information					
90		Ability to auto-populate, edit, and create forms/templates and new documents related to court cases.					
		Ability to have personnel records/document-management system, i.e., create individual employee files to record signed forms; notifications; timesheets; annual reviews; links to manuals, evacuation plans, personnel policies; etc.					
	Development and Integrations						
171		Ability to customize source code so as to provide the ability for in-house configuration of the source code for modification.					
17		Ability to use Microsoft Office 365 or successor applications in new CMS (i.e., merge or generate documents or PDFs Office 365 products).					
18		Ability to read multiple versions or types of PDFs.					
19		Ability to merge, generate, and/or convert to/from PDFs, WordPerfect, and/or Word documents.					
109		Ability to create customizable drop-down list that has categories and subcategories throughout various aspects of the case-management system (through tabs).					
	Scheduling / Calendaring						
94		Ability to have CMS calendar functionality and ability to export to external user calendars.					
96		Ability to create various lists showing individual Judge's tasks, schedules in the court calendar/docket.					
97		Ability to automatically and manually set Court term year.					
98		Ability to schedule duty judges within calendar year.					
99		Ability for authorized users to have access to the internal court calendars.					
15		Ability to automatically and manually set deadlines based off appellate rules and procedures (account for holidays) and U.S. Supreme Court decisions (i.e., 25-day mandate). Ability to integrate appellate rules or other procedural rules as identified by the SCA for tracking entries for case deadlines.					
95		Ability to create/manage/integrate a customizable court calendar for each AACs entity (i.e., set rules for events, auto-generate holidays, auto-generate certain judicial assignments, and create Conference Reports, Cover Pages, etc.).					
	Docket Management						
		Ability to assign and track subsequent assignments from one Justice/Judge/Staff Attorney/Clerk/Docketing Specialist to another.					
102		Ability to designate a case as standalone, consolidated, related, linked by issue, linked by part, cross-appeal, etc.					
115		Ability to issue any combination of combined or individual orders for consolidated cases.					
119		Ability to add parties to a case/matter (e.g., interested parties, attorneys, trial court judges, etc.).					
123		Ability to assign a case/matter number to a specific case/matter. All data associated with that specific case/matter will be identified through the assigned number.					
124		Ability to create, manage, store, and search matters unrelated to cases such as minutes of the court, bar matters, administrative orders of the court, etc.					
141		Ability during the docketing/creation of a case/matter to auto-populate, with manual prompts, case information; e.g., lower court information, filings, etc. The auto-populate process should default to the most recent contact information for all parties and attorneys. The process must also allow for manual updates and corrections.					
114							

	Voting-related functions					
127	Ability to view previous circulations of a case/matter.					
129	Ability to remove ("pull") cases/matters from circulation.					
143	Ability to create/edit circulations/case actions through drop down menus and auto-populated text, including tasks such as: selecting conferences and automatically inputting a conference date, providing default and ad hoc decisions/rulings based on type of case presented, providing default entries of decisions and vote text, and providing editing of decision and vote text.					
144	Ability to enter votes and notes regarding each circulated case/matter.					
145	Ability to pull votes from previously released decisions in which application for rehearing is filed.					
146	Ability to remove ("pull") votes from cases/matters.					
147	Ability to track voting for different divisions/offices.					
148	Ability to track votes in cases, cases in a conference, cases in divisions, and cases assigned to an individual Judge/Justice, as well as printing a report of such votes (vote sheet).					
149	Ability to manually lock/unlock voting on a case/matter after a specified deadline.					
150	Ability to automatically formulate a vote line by Justice/Judge, seniority, type of vote, etc., and ability to manually edit vote line.					
151	Ability to customize/sort a list of cases submitted to a conference by outstanding votes by Justice/Judge.					
152	Ability to automatically populate the date on which oral argument was held to vote sheet when applicable.					
154	Ability to create, track, circulate, and receive votes for misc. docket and other matters (e.g., bar matters, rules changes, committee's issues, court management, internal rules, etc.).					
182	Enter new motions, add information, add materials such as briefs, etc., assign motions, circulate recommendation, handle voting, and issue order or other action (such as deferring the motion for later consideration).					
212	Ability to pull documents from Vote Sheet, including circulated memos and Special Writings					
2	Check on Judge /most recent firm vs. parties to case					
10	Ability to print sheets showing current votes for a Judges' /Justices' cases. See attached vote sheet.					
1	Ability to show which Judge is next up for which type of case					
	Data					
	Ability to differentiate various types of cases and non-case related matters (and specific workflows related to each), including, but not limited to: Direct Appeals, Permissions to Appeal, Certiorari Petitions, Mandamus Petitions, Petitions for Writs of Prohibition, Quo Warranto actions, Certified Questions, Advisory Opinions, ad hoc matters, Public Service Commission matters, Clerk's Opinions, Ethic Filings, Bar Disciplinary Actions, Attorney Files, Misc. Trials, etc.					
113	Ability to import/export data related to attorneys, miscellaneous notes, briefs, etc., between cases/matters.					
117	Ability to record, track, and report case/matter information such as: status, in-office notes, designation of issues/classifications, identification of rule compliance, etc.					
120	Ability to duplicate the data, tracking, case actions, etc., in consolidated cases.					
126	Ability to record whether a paper copy was received for a case /matter.					
130	Ability to automatically mark cases/matters "completed" if certain criteria are satisfied.					
131	Ability to identify if a case/matter is active or disposed.					
132	Ability to check if case/matter is ready for final release (i.e., check to verify any outstanding motions, validation check in a court case).					
133	Ability to sort docket sheet in chronological and reverse chronological order.					
134	Ability to create a combined docket sheet for consolidated cases.					
22	Ability for each AACs entry to issue and receive forms/documents through CMS (e.g., clerks' offices and Mediation).					
30	Ability to automatically and/or manually insert documents and/or information related to the case.					
101	Ability to allow in-house creation, designation, and customization of fields in a case or matter such as, but not limited to: Sealed Exhibits/Records, Docket Sheets (Internal and public) Pleadings, Correspondence, Internal Notes, Payment Information, Mediation, Administrative Docket, Accepted/Rejected/Submitted, etc.					
116	Ability to automatically record and place an entry when an action is taken in case (e.g., item filed, motion ruled on, case assigned, case disposition, order issued).					

	Mediation	Ability to transfer cases to mediation docket or administrative docket that also stays all actions and time requirements with the appropriate Court.					
106	Display						
183		Display list of pending submitted cases filtered by criteria such as Judge/Justice assigned case, date submitted, time standards, case number, etc.					
194		Display case details including style, parties, attorneys, case history, and documents (including briefs, record, orders, motions, etc.)					
27		Ability to note, enter, and/or review the following to include but not limited to: date of filings, date of assignment and to whom, case actions, and links to relevant documents.					
77		Ability to have customizable dashboard that may show case or matter tracking, task tracking case circulation, real time tracking by user and time, real time tracking of unassigned cases, real time tracking of voting, docket sheet, calendar or alerts, etc.					
118	Tracking						
		Ability to track cases/matters by type going to and from lower to higher courts.					
185		Track time periods for a case for A.R.A.P. rules and other guidelines; Track events such as the denial of a petition for writ of certiorari in a case is awaiting entry of a certificate of judgment in lower court					
21		Ability to see incomplete tasks in a court case or other court matters not categorized as a court case.					
92	Assignment	Ability to automatically calculate time standards for cases/matters within certain parameters established by AACs.					
104		Ability to modify and to adjust the criteria that determines the assignment of a case/matter to a Justice/Judge.					
105		Ability to record notes explaining the reasons for a manual case assignment or the manual override of an automatic case/matter assignment.					
110		Ability to automatically and manually check for possible recusals using list of people and entities that may indicate a conflict of interest if present in a case (Judges, attorneys, parties, companies, law firms, etc.)					
133	Recusal	Ability to automatically assign cases from a roster based on certain criteria (case category, number previously assign, etc.). Manual assignments should also be available.					
111		Ability for the Justices/Judges, staff attorneys, and clerks to maintain individual recusal lists.					
	Release						
112		Ability to manually control release-process functions, e.g., retract opinion release, substitute opinion release, preview function, restrict attorney access to opinion, etc.					
155		Ability to make and dispose of post-release corrections of decisions.					

	Notifications, Messaging, and E-mailing					
121	Ability to create/add persons or entities to distribution lists.					
125	Ability to issue orders and/or notices at any time during the life of a case/matter.					
128	Ability to track, send and receive notifications of circulations and other matters, both intra- and inter-office					
186	Track events with cases and allow users to request notification; Allow users to set reminders/alerts regarding particular cases					
7	Ability to create, control, and edit notices and orders.					
68	Ability to confirm recipients before issuing a notice to parties.					
69	Ability to generate a release list that identifies the opinions and other decisions of the ACS being issued on a given day.					
70	Ability to store/view communication delivery and read receipts sent through CMS.					
93	Ability to create reminders or notifications specific to various groups and users and to configure dashboard to show reminders or notifications.					
9	Ability for users to modify or cancel any automated or manually requested notice (i.e., orders, notices, etc.)					
11	Ability to distribute orders and notices through various methods (i.e., U.S. Mail, e-mail, Web based notifications, etc.).					
40	Ability to e-mail documents to external entities and individuals					
62	Ability to integrate a real-time messenger like an interdepartmental communications medium with security features (i.e., access controls for viewing chat messages) that will allow court employees to communicate instantly, set up alerts, create distribution groups, and save chat messages to a particular matter, case, or group of cases.					
67	Ability to drag/drop e-mails and external media related to a case or file such as e-mail logging, delivery receipt, and undeliverable messages accessible depending on security level.					

ID	DMS	Functionality	Vendor Available	MM/YYYY	Vendor Proposed Solution	Vendor Project Plan
			Response (A thru E)		Reference (Section 4.3)	Reference (Section 4.7)
	Document Imaging	Ability to have an imaging system with an archive function for court documents that will allow for restoration, searching, referencing, and storage.				
72	Document Repository	Ability to include tags to any file contained within the database, (e.g., statute of limitations, minimum contact jurisdiction).				
135		Ability to utilize barcode file tracking system that automates and records activity associated with a case/matter or circulation.				
160		Exhibit Tracking: This function includes the tracking and management of exhibits including assignment/locations through the use of manual entry and/or bar codes, and recording of exhibit information. This could include physical as well as electronically				
178		Ability to integrate a scanned digital signature image within a document.				
23		Ability to copy and paste from one document to another.				
24		Ability to upload and retrieve various documents stored in CMS.				
25		Ability to track document changes/edits and generate a comparison document.				
36		Ability to store document in centralized database, where it can be viewed, accessed, or retrieved by other court personnel, subject to security settings.				
37		Ability to identify document to indicate that it is the opinion to be released in a given case.				
38		Ability to embed hyperlinks to documents in release list.				
39		Ability for customizable time sequences to capture cases/documents for a certain relevant time period.				
43		Ability to refer a document to another staff member for one-on-one communication, retaining its history, in a referral system.				
20		Ability to identify the way a document was received (electronic, e-mail, paper, courier type, e-filed).				
32		Ability to import, store, and select predefined citations (e.g., rules of the court, caselaw, etc.) while drafting/editing court documents.				
33		Ability to save and store work-in-progress/draft documents.				
35		Ability to have document-management functions (e.g., version control of documents with user tracking and time stamps).				
44		Ability to create electronic internal notes, i.e., "Post It notes," accessible depending on security level, with option to be placed on any document and not appear on printed documents.				
64	Optical Character Recognition					
46	Redaction Services	Ability to recognize human handwriting and optical character recognition (OCR) in a document.				
28	Standing Committee Management	Ability for auto and manual redaction of information contained within a court document.				
210		Ability to store information concerning the Courts' standing committees, including Committee membership and documents such as minutes and proposed rule changes.				
211		Ability to export reports, such as Committee Membership Lists, in standard formats, e.g., Excel, CSV, PDF				

ID	eFiling	Functionality	Vendor Available	MM/YYYY	Vendor Proposed Solution Reference (Section 4.3)	Vendor Project Plan Reference (Section 4.7)
			Response (A thru E)			
	e-Filing - Front End					
194		Ability to run a stand-alone or Web application that provides allows attorneys and pro se parties to electronically file documents in a case				
196		Ability for public to pay for docket fees and copies.				
26		Ability to receive and upload transmittal of appeal, documents, case files, and notices from trial court clerk's office, court reporter, or other legal entities electronically (e.g., communicate with Alacourt.).				
31		Ability to manually and automatically date/time stamp when documents are electronically filed or received.				
51		Ability to issue certificate(s) for attorney(s) who are members of the Alabama State Bar through e-file and allow for payment, e.g., certificates of good standing or of admission.				
59		Ability for CMS to accept an e-filing via ACIS and generate e-mail message to all parties in the case when clerk's office accepts or rejects e- transmitted document for filing.				
	e-Filing - Back End					
195		Ability to assess docket/filing fees and other costs for certain filings.				
198		Payments must be compatible with the current payment processor or propose a comparable service at the same or lower fee.				
47		Ability to be compatible with E-Filing system (ACIS).				
48		Ability to integrate with and capture data related to ACIS generated system notifications sent to parties when cases are e-filed or when parties are electronically served including delivery and read receipts (similar to Outlook).				
52		Ability for documents e-filed via ACIS to be retrievable based on security classifications applicable within the CMS and ACIS to various groups such as court personnel, attorneys, attorney support staff, litigants, and interested members of the public- when a person is viewing the docket listing of an appellate case.				
85		Ability to provide third-party vendors (e.g., Westlaw and LexisNexis) controlled access to upload or download electronic documents or files.				
197		Payments must work within the statutory authority and rules that control the distribution of all fees collected.				

ID	Interfaces	Functionality	Vendor Available		Vendor Proposed Solution		Vendor Project Plan Reference (Section 4.7)
			Response (A thru E)	MM/YYYY	Reference (Section 4.3)		
	Appellate Mediation Office Court Management System	Ability for Mediation and Reporter's offices to pull information from different courts (the SCA, Court of Civil Appeals, and Court of Criminal Appeals).					
107		Ability to enter information as the case progresses through the various stages of the mediation process including the creation/docketing of a case, actions taken throughout, filings received, documents/forms issued, outcome, mediator selected, and closure of the case.					
108	Interface / Data Exchange with State Bar						
81		Ability to integrate with State Bar's computer/database system so as to import State Bar data from a delimited file. Once new attorneys are admitted to the bar, this data must be uploaded to the CMS and provided notification of such changes. Ability to identify an attorney's status to practice law (i.e., attorney has passed away, disbarred, or no longer in good standing, in-house counsel, pro hac vice), initiate a prompt in each active case in which the attorney's status changes, and the option to block unauthorized filings.					
82		Ability to create a file for Alabama State Bar members that tracks membership, correspondence, status, and AACS interaction.					
83		Ability for notification of data from Alabama State Bar stating that the current system information is consistent (prompt which data to keep, add to data, new entry).					
84	Interface to Trial Courts						
45		Ability to download and upload entire case files from other internal and external courts.					
179	Interface with existing Technical Infrastructure	Ability to integrate with the case- and document-management systems managed by the Alabama Administrative Office of Courts and its vendor(s) and used by the Alabama trial courts, (e.g., the State Judicial Information System, AlacourtPlus, eAppellate).					
80		Ability for CMS to integrate with the current AACS infrastructure, running current and future versions of Windows Server, utilizing current and future versions of Microsoft SQL server, and current network infrastructure of the AACS.					
136		Ability to have a data transfer during the opinion-release process (e.g., transfer data from local drive to shared drive, or equivalent upload).					
	Interface to E-mail and/or Messaging						
66		Ability to import e-mail communications, i.e., integrate with e-mail program.					
71		Ability to send e-mail through a third-party SMTP relay.					
78		Ability for external integration capability (i.e., integration between intranet, case management, e-mail, and ability to identify off-site entities) with organizations such as the State Bar and Office of Indigent Defense Services.					

	Public						
ID		Functionality	Vendor Available Response (A thru E)	MM/YYYY	Vendor Proposed Solution Reference (Section 4.3)	Vendor Project Plan Reference (Section 4.7)	
	Public Access - Front End						
189		Ability to run a stand-alone or Web application that provides basic, designated for public information on cases, parties, and events associated with the case.					
190		Ability to provide the capability to view and/or download documents within a case.					
191		Ability to limit public inspection of confidential cases or documents or internal notations.					
192		Ability to search by party name, case number, or other pertinent parameters.					
169		Ability to have public-access kiosk.					
		Ability to create a subscription service for members of the public and for attorneys who can access the public-access portion of the application remotely.					
193							

Analytics		Vendor Available				Vendor Proposed Solution		Vendor Project Plan	
ID		Functionality	Response (A thru E)	MM/YYYY	Reference (Section 4.3)	Reference (Section 4.7)			
Integrated Analytics and Reporting									
142		Ability to create an endorsement sheet (summary).							
188		Ability to schedule, generate, and deliver regularly occurring reports							
		Ability to have list of mediators, pull mediator information into a case file, maintain the list, run reports, and print rosters.							
4									
		Ability to generate/create and print a variety of internal forms unique to each AACS entity such as Index Sheets, Cover Pages, Evaluation Sheets, No Opinion Orders, Justice(s)' Information Sheets, etc.							
5		Ability for reports to have the following capability: print/view reports; display statistics in Excel spreadsheet format and customize its output into charts in various formats such as PDFs and CSV tables; pick and choose which staff member's cases an employee would like to print; choose time span for export; and reporting capability for each type of data/statistics kept such as number of pending, number of venue cases, etc.							
13									
		Ability to gather statistics on court cases or other court matters.							
42									
		Ability to add categories for notifications and menus that generate reports, lists, etc.							
122									
		Ability to generate various reports, such as, but not limited to, time-standard statistics, case/matter assignments, pending cases, etc.							
180									

ID	Rules	Functionality	Vendor Project Plan			
			Vendor Available Response (A thru E)	MM/YYYY	Vendor Proposed Solution Reference (Section 4.3)	Vendor Project Plan Reference (Section 4.7)
	Integrated Rules Engine					
14		Ability to accommodate changes in rules of the court and technology.				
16		Ability to follow internal court procedural rules related to cases and other court matters.				

ID	Identity	Functionality		Vendor Available Response (A thru E)	MM/YYYY	Vendor Proposed Solution Reference (Section 4.3)	Vendor Project Plan Reference (Section 4.7)
		Identity Proofing					
79			Ability to support "Active Directory" integration for user authentication, and provide system administrative functions to allow adding, changing, deleting users in the system (i.e., allowing users to sign on to CMS with same sign-on and password as used for other windows applications).				

ID	Security	Functionality	Vendor Available		Vendor Proposed Solution		Vendor Project Plan Reference (Section 4.7)
			Response (A thru E)	MM/YYYY	Reference (Section 4.3)		
	Regulatory / Legal Compliance						
156		Ability for privacy/security settings based on classifications and submission status, e.g., sealed, confidential, juvenile, courts only, originating court only, originating clerk's office only, justice/judge etc.					
158		Ability to have different security access based categories for electronic notes contained in a case/matter.					
162		Ability to create and assign security roles offering different levels of accessibility to users.					
164		Ability to identify and notify court personnel of malicious activity					
165		Ability to perform security assessments and generate reports for user roles and access.					
167		Ability for administration by the SCA IT Staff for customization, such as security roles, lookup table information/entries, field validation specifications, etc.					
	System-wide Data and System Security						
201		Ability to limit/control accessing systems and data from remote locations via VPN connections.					
202		Ability to limit/control document formats to be uploaded via public access systems/applications or internal systems/applications.					
203		Ability to ensure secure transmission of pre-populated data from information captured from public access systems/applications to internal systems/applications.					
204		Ability to secure data/databases utilizing Transparent Data Encryption (TDE) for SQL Server and/or Azure SQL Databases.					
206		Ability to log all access/activity to database(s) and file system.					
207		Ability to perform log backup for access/activity of database(s) and file system.					
208		Ability to set access levels base on user roles to each document.					
		<p>Ability to perform scanning of all documents to ensure they do not contain malicious content – free of malware, ransomware, viruses, etc.</p> <p>a. Ability to scan all files submitted by public-access users for malicious content.</p> <p>b. Ability to scan all files submitted by internal users for malicious content.</p> <p>c. Ability to notify public-access user if submitted document fails any malicious file checks and was not accepted.</p> <p>d. Ability to maintain documents that failed any malicious-file checks in a quarantine area.</p> <p>e. Ability for CMS administrators to examine/delete quarantined documents.</p> <p>f. Ability to log the statuses of all malicious file checks for all submitted documents along with submitter's information.</p> <p>g. Ability to replace documents already in the CMS with a replacement document once the replacement document has passed all malicious file checks.</p> <p>h. Ability to scan requested documents in the CMS prior to delivery to authorized requester.</p> <p>i. Ability to use data security standards that models the CIA (or AIC) Triad:</p>					
199							
200		<p>i. Confidentiality – Ability to maintain/secure all data by limiting access to information.</p> <p>ii. Integrity – Ability to assure that information collected, viewed, or disseminated, whether from public-access systems/applications or internal systems/applications, is trustworthy (free of malicious content) and accurate.</p> <p>iii. Availability – Ability to guarantee reliable access to information by authorized people.</p>					
205		Ability to use file system encryption.					

ID	Workflow	Functionality	Vendor Available		Vendor Proposed Solution		Vendor Project Plan Reference (Section 4.7)
			Response (A thru E)	MM/YYYY	Reference (Section 4.3)		
	System-Wide Workflow Engine						
41		Ability for customizable workflow automation and notification of changes to CMS system related to Reports, Lists, and other court matters.					
29		Ability for workflow automation and notification of changes to CMS related to Reports, Lists, and other court documents.					

APPENDIX III. FUNCTIONALITY MEASURES TERMINOLOGY

Administrative Docket: A status for cases/matters that remain with the court but are inactive. This may result in the suspension of time standards and have other effects. Examples include cases that are in mediation or cases in which a party has filed for bankruptcy.

ACIS: "Appellate Courts' Online Information Service." A Web-based subscription service where users can electronically file materials and access appellate court documents.

AlacourtPlus: The document-management system used by the Alabama trial courts.

Application for rehearing: A request by a party in certain cases/matters for an appellate court to reconsider a decision in a case. See Rule 40, Ala. R. App. P.

Assignment: The process of designating a Justice/Judge as the member of the court who has control over recommendations in the case/matter.

Assignment view: A screen in the CMS used in the "assignment" process.

Bar matters: Administrative matters relating to the State Bar (e.g., approving attorney-discipline actions or member admissions) and appeals from State Bar administrative proceedings that require a vote of the SCA.

Case: A legal dispute pending before an Alabama Appellate Court. Cases can include Direct Appeals, Permission to Appeal, Certiorari Petitions, Petitions for a Writs of Mandamus, Petitions for Writ of Prohibition, Quo Warranto Petitions, Certified Questions, Requests for Advisory Opinions, other miscellaneous writs, Public Service Commission matters, Sheriff Impeachments, and Requests for Clerk's Opinions.

Case file: The collection of documents, including, among other things, the briefs, the record on appeal, motions, orders, correspondence, and opinions relating to a particular case that is on an appellate court's docket.

Circulate: Generally, to distribute an item to Justices/Judges. Specifically, distributing a recommendation or opinion in a case/matter to a "conference" for voting.

Conference: A scheduled period of time where cases/matters are submitted to Justices/Judges for voting. These may occur monthly or on an ad hoc basis, and may relate to certain "panels" of the appellate court or the court as a whole.

Conference report: A "vote sheet" related to a specific "conference" that may detail more specific information about the cases/matters, votes, and notes.

Consolidation/consolidated: Linking together two or more cases/matters that are related, such as independent appeals from the same or related cases in a lower court.

Court term year: By law, regular terms of the Alabama Appellate Courts commence on the first Monday of October in each year and continue until and including the last day of June of the ensuing year. The Court enters a special term on July 1, and that term continues until the day before the first Monday in October.

Cover page: An automatically generated sheet containing certain case information used as a cover on hard copies of memorandums or proposed decisions in cases/matters.

Duty Justice/Judge: A Justice/Judge who is not a regular member of a "panel," or a Justice/Judge who is assigned/designated during a specified period to handle emergency matters.

Disposed: When a case/matter has been completed by the appellate court. The terms "dispose" and "disposal" refer to the process of rendering a case "disposed." This process may be performed in conjunction with a "release."

Docket fee: Fees required by rule and law to be paid by the parties to an appeal. See Rules 12(a) and 35A, Ala. R. App. P.

Docket sheet: An informational sheet including by date all actions that have occurred in a case, such as receipt of filings, rulings, and other information.

eAppellate: A document-transfer system managed by AOC and used by Alabama trial court clerks to transfer the record on appeal to the appropriate appellate court.

Endorsement sheet: A document related to a case that is used to record certain events.

Evaluation sheet: A report that displays certain information about a case, including name, number, Justice/Judge assignment, recommendation, current votes, etc.

Index sheet: A generated hard copy sheet stating certain case information that is placed on top of a hard copy file for easy reference as to the file's contents.

In forma pauperis: A party status requiring a showing of indigence and that results in the waiver of docket fees.

Intranet: One of the internal electronic-document-storage systems used by the appellate courts.

ISYS: A program by ISYS Search Software Inc. used to search documents electronically.

Justice's information sheet: A generated report that displays the current votes and voting notations for a case.

Matter: A general term referring to an issue or topic under consideration (e.g., administrative issues, motions in cases, personnel decisions, approval of rules, etc.).

Miscellaneous Docket: A process where the court is called upon to vote in certain matters. These

can include matters in cases, such as motions; administrative matters; and other ad hoc matters.

No-opinion order: A form order automatically generated in a case/matter that is disposed without a formal written opinion.

Opinion: A written document released by an appellate court deciding a case. Opinions may be issued by the whole court, or an individual Justice/Judge may release a special writing (e.g. dissent, concurrence in the result, special concurrence). Opinions are generally published in the Alabama Reporter and Southern Reporter.

Panel: A group of Justices/Judges that is less than the full membership of the court.

Pull: To indicate that a case action or vote has been canceled.

Post-release corrections: Generally minor corrections or edits to a released opinion that are made by the Reporter of Decisions in conjunction with the JTWA before the opinion is permanently published in the Alabama Reporter.

Pro se: The act of representing oneself; a self-represented party.

Recuse/recusal: Generally refers to the fact that a Justice or a Judge is barred by rule or law from participating in a case/matter.

Referral System: A system by which a staff member will refer another staff member to a case/matter for an action; this system keeps a history of the referral and any documentation or notes.

Release: Generally, when an order, decision, or notification is issued to parties or the public. Specifically, the publication of a decision or order to the parties or the public.

Release list: An automatically generated official list published to parties and the public stating the decisions released that day by the court.

SCA: Supreme Court of Alabama

Sealed: A case/matter status in which information has restricted availability, both externally and internally.

Time standards: Sets of internal time goals in which cases/matters should be completed.

Vote line: A designation of the votes in a case/matter that appears in an opinion or order. It is organized by type of vote (e.g., concurs, dissents, etc.), from most agreement to least, and by seniority of the Justices/Judges joining that type of vote.

Vote screen: A screen showing a listing of the current votes in cases submitting for voting, usually in a designated "conference." See also "vote sheet."

Vote sheet: A generated report that lists the current votes in cases submitted for voting, usually in a designated "conference." It includes some basic information about each case, the votes entered, and whether a note has been entered.